



TOWN OF GRAFTON
GRAFTON MEMORIAL MUNICIPAL CENTER
30 PROVIDENCE ROAD

GRAFTON, MASSACHUSETTS 01519
(508) 839-5335 ext 1100 • FAX (508) 839-4602
www.grafton-ma.gov

**BOARD OF SELECTMEN
MEETING AGENDA**

January 8, 2019
Municipal Center, Conference Room A
6:30 p.m. Executive Session
7:00 p.m. Regular Session

CALL TO ORDER

6:30 p.m. – Executive Session, Litigation Update

ANNOUNCEMENTS

1. SCHEDULE

- a) Shop Grafton Prize Drawing – John Allen, EDC Coordinator
- b) Public Hearing - Pole Petition NGrid Westboro Road
- c) Public Hearing - Pole Petition NGrid Pine Street
- d) Class II License Application – Vene Auto Sales and Services, 213 Worcester Street, Luis Sifontes

2. RESIGNATIONS & RETIREMENTS

- a) Vote to Accept Retirement - JoAnn Haffty, Treasurer Collector's Office
- b) Vote to Accept Resignation – Brian Bavosi, Wastewater Treatment Plant Operator & Station One Auxiliary Firefighter

3. APPOINTMENTS

Board of Selectmen

- a) Vote to Appoint Diane Racicot, Together We Can Committee

Town Administrator

- b) Vote to Affirm Appointment – Carrie Ann Cadrin, Treatment Plant Operator
- c) Vote to Affirm Appointment – Laura-Ellen Cassady, Public Safety Dispatcher (Part Time)
- d) Vote to Affirm Appointment – Mike Cadrin, Temporary Treatment Plant Operator (Part-Time)

4. NEW BUSINESS

- a) Together We Can Committee – Committee Update
- b) Information Technology Committee – Committee Update
- c) Cemetery Commissioners
- d) Sign Cable Studio (26 Providence Rd) Contract – JJ Cardosi
- e) Vote to authorize Chairman to Sign Chapter 90 Request – Stowe Rd Culvert Replacement
- f) Vote to Sign Agreement – Bay Side Engineering, Stowe Road Culvert Replacement
- g) Vote to Create a Gift Account – Grafton's Community Emergency Response Team (C.E.R.T.S)
- h) Vote to sign Lease – Temporary Library Location St. Andrews Church

5. SELECTMEN REPORTS / TA REPORTS

- a) Budget Update

6. CORRESPONDENCE

7. DISCUSSION

- a) Tri-Com Meeting

8. MEETING MINUTES

EXECUTIVE SESSION

MGL Chapter 30A, Sec. 21(3)
Litigation Update
Litigation Strategy
Union Negotiations
Land Negotiation
Non Union Negotiations
Strategy for Negotiations
Minutes

ADJOURN

SCHEDULE 1 (a) SHOP GRAFTON PRIZE

John Allen, EDC Coordinator will be present to draw the winner of the ShopGrafton Campaign. Qualifying patrons have a chance to win an Apple Ipad, Apple Airpods or a Visa Gift Card.

SCHEDULE 1 (b) POLE PETITION NATIONAL GRID – WESTBORO ROAD

A representative from National Grid will be present to discuss the pole petition submittal and answer any questions you may have. This work is in conjunction with the substation being put in on Westboro Road including Waterville, Willard & Pine Street.

Comments from the DPW Director and Town Engineer should be considered.

Clerk Reads the Legal Ad for the Hearing

1. MOTION

I move the board open the public hearing for the Westboro Road Pole Petition for National Grid.

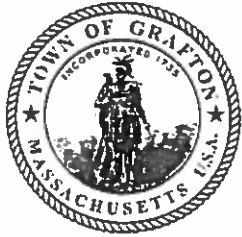
After Discussion

2. MOTION

I move the board close the public hearing for the Westboro Road Pole Petition.

3. MOTION

I move the board approve/deny the Pole Petition for Westboro Road, including Waterville Street, Willard Street, & Pine Street as presented by National Grid.



OFFICE OF THE
TOWN ADMINISTRATOR

30 Providence Road
Grafton, MA 01519
(508) 839-5335

Town Administrator: *Timothy P. McInerney*
mcinerneyt@grafton-ma.gov
www.grafton-ma.gov

LEGAL NOTICE

The Board of Selectmen will hold a public hearing on the request of National Grid, Plan Number 23772714, for the installation of concrete encased conduit & manholes and other such sustaining and protecting fixtures to be owned and used in common by the petitioner, along and across the following public way or ways:

Westboro Road; Approximately 0 feet east of the centerline of the intersection of Waterville Street and continuing approximately 8,000 feet in an east direction. NGrid to install approximately 8000 feet of new 9 x 5 concrete encased conduit bank and 19 new manholes along Westboro Road within the public right of way.

Waterville Street; Approximately 0 feet south of the centerline of the intersection of Westboro Road and continuing approximately 1700 feet in a south direction. NGrid to install approximately 1700 feet of new 9 x 5 concrete encased conduit and 5 new manholes within the public row on Waterville Street.

Willard Street; Approximately 0 feet south of the center of the intersection of Willard St and continuing approximately 1150 feet in a south direction. NGrid to install approximately 1,150 feet of new 9 x 5 and 2 x 5 concrete encased conduit and 3 new manholes on Willard St.

Pine Street; Approximately 0 feet north of the centerline of the intersection of Westboro Rd and continuing approximately 170 feet in a north direction. NGrid to install approximately 170' of new 2 x 5 concrete encased conduit within the public right of way on Pine St.

The public hearing will take place in Conference Room A, Grafton Municipal Center, 30 Providence Road, Grafton, MA on Tuesday, January 8, 2019. The Selectmen's meeting begins at 7:00 P.M. The purpose of this hearing is to provide an opportunity for public comment, anyone wishing to, may attend.

GRAFTON BOARD OF SELECTMEN

Publish Grafton News
December 13, 2018
December 20, 2018

Town of Grafton
Department of Public Works

PAUL F. COURNOYER

Director

30 Providence Road

Grafton, MA 01519

Phone: (508) 839.5335

contract@grafton-ma.gov

Memo

To: BOS

From: Paul Cournoyer & Brian Szczurko

Date: 28 December 2018

Re: Waterville Street & Westboro Road- National Grid Duct Bank

We offer the following as it pertains to the proposed National Grid plan for the installation of concrete encased conduit and manholes.

Daily coordination with the town is critical. While we understand the importance of this project for system reliability and future development of the area, there are several public and private projects all scheduled for the next construction season.

There is the private subdivision approved at Institute and Westboro Road. This subdivision will be installing 600ft of gravity sanitary sewer lines, constructing a pump station and installing 500ft of wastewater force main, all west of Institute Road, with the force main ending at Dana Trucking. The town has also received a grant for the installation of 1,500ft of gravity sewer main, to be installed east of Institute Road to approximately 135 Westboro Road. While this project is only at the 25% design point we do have enough information as to the proposed location and depth of the line and sewer manholes.

In addition to the required road opening permits, we would also recommend that National Grid have an engineer on site daily to ensure proper and approved construction methods are followed. The final paving of the area must also be addressed. Who and how much does each party contribute to the final paving and is it all coordinated through the town and our paving contractor.

There must also be close coordination with the school dept and area residents.

Questions contact – John Castro 508-223-2558

Petition of the NATIONAL GRID
Of NORTH ANDOVER, MASSACHUSETTS
For Electric conduit Location:

Westboro

To the Board of Selectmen of Grafton, Massachusetts

Respectfully represents the NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – Westboro Road – Grafton – Massachusetts.

The following are the streets and highways referred to: Plan number # 23772714

Westboro Road - National Grid to install beginning at a point approximately 0 feet east of the centerline of the intersection of Waterville St and continuing approximately 8000' feet in an east direction. National Grid to install approximately 8,000' of new 9x5" concrete encased conduit bank and 19 new manholes along Westboro Rd within the public ROW.

Location approximately as shown on plan attached

NATIONAL GRID
BY _____
Engineering Department

Pat Roddy

Dated: October 15, 2018

Grafton

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 15th day of October, 2018.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Westboro Road – Grafton – Massachusetts. Plan number # 23772714.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

Westboro Road - National Grid to install beginning at a point approximately 0 feet east of the centerline of the intersection of Waterville St and continuing approximately 8000' feet in an east direction. National Grid to install approximately 8,000' of new 9x5" concrete encased conduit bank and 19 new manholes along Westboro Rd within the public ROW.

I hereby certify that the foregoing order was adopted at a meeting of the
.....
....., held on the day of, 20
....., 20

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:

.....

..... hereby certify that on20....., at o'clock,M
at, a public hearing was held on the petition of
NATIONAL GRID for permission to construct the underground electric conduits described in the
order herewith recorded, and that I mailed at least seven days before said hearing a written notice
of the time and place of said hearing to each of the owners of real estate (as determined by the last
preceding assessment for taxation) along the ways or parts of ways upon which the Company is
permitted to construct the underground electric conduits under said order. And that thereupon said
order was duly adopted.



TO SHEET 5

FORSBERG ROBERT W
63 WESTBORO ROAD
N GRAFTON, MA 01536
5067/584

GARREPY RICHARD A
70 WESTBORO ROAD
N GRAFTON, MA 01536
33276/234

GOSSELIN STEPHEN P
68 WESTBORO ROAD
N GRAFTON, MA 01536
33338/372

MACKIN TIMOTHY P
76 WATERVILLE STREET,
GRAFTON 01519
6526/281

LEVITRE NORMAN J
70 WATERVILLE STREET,
GRAFTON 01519
12575/97

RIVADENEYRA CESAR
71 WATERVILLE STREET,
GRAFTON 01519
51776/276

MAUNSELL PATRICK & BRIDGET-LIFE
69 WATERVILLE STREET,
GRAFTON 01519
51753/272

MURRAY JUNE A TRUSTEE
68 WATERVILLE STREET,
GRAFTON 01519
48789/139

FLYNN MATTHEW D
67 WATERVILLE STREET,
GRAFTON 01519
45616/272

FLYNN SEAN
65 1/2 WATERVILLE STREET,
GRAFTON 01519
35077/218

MURRAY JUNE A TRUSTEE
66 WATERVILLE STREET,
GRAFTON 01519
48789/132

P.28
15'±

430'±

429'±

TO SHEET 2

nationalgrid






SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF
UNDERGROUND EQUIPMENT ON
WESTBORO RD
NORTH GRAFTON, MA

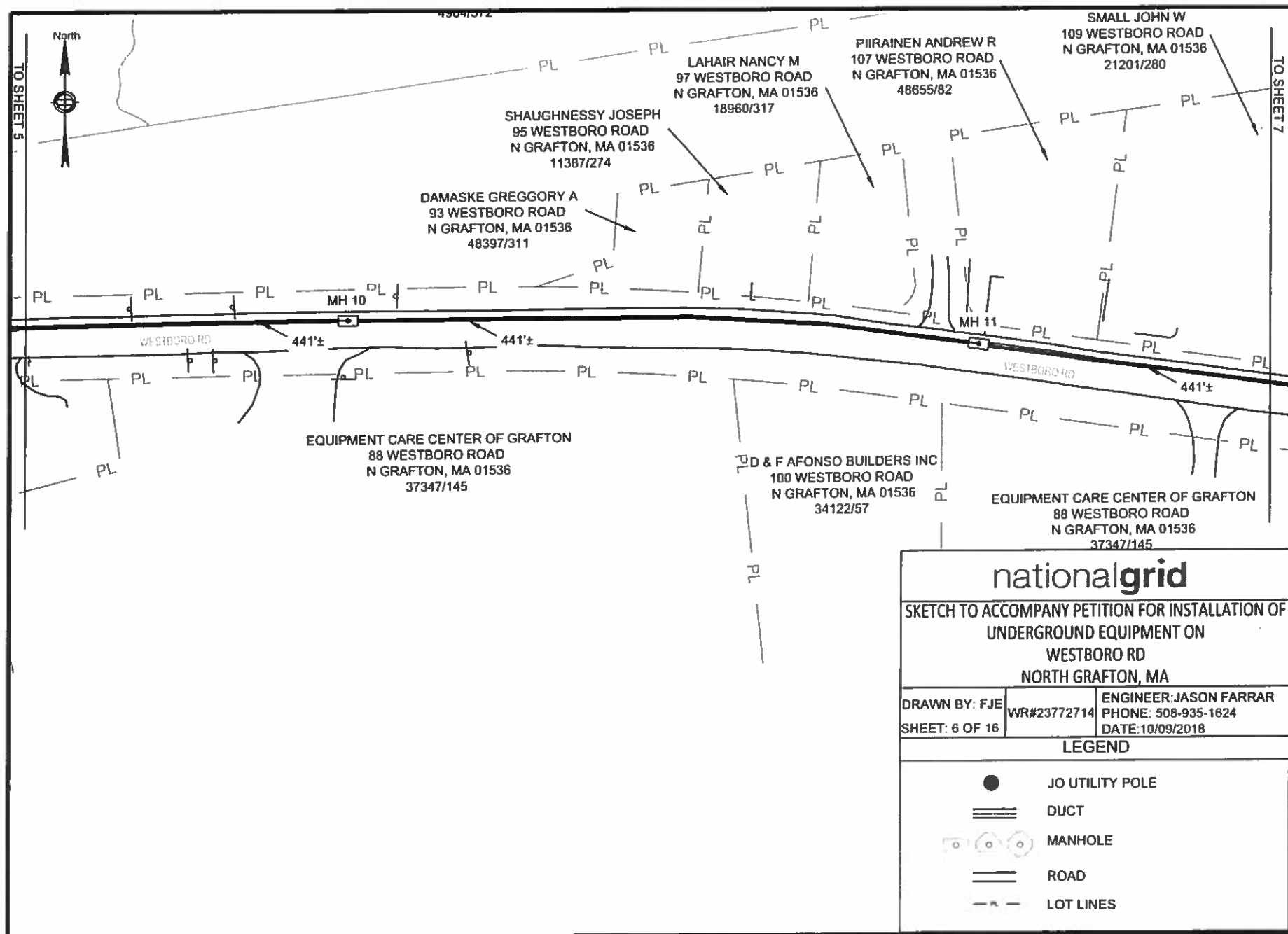
DRAWN BY: FJE
SHEET: 4 OF 16

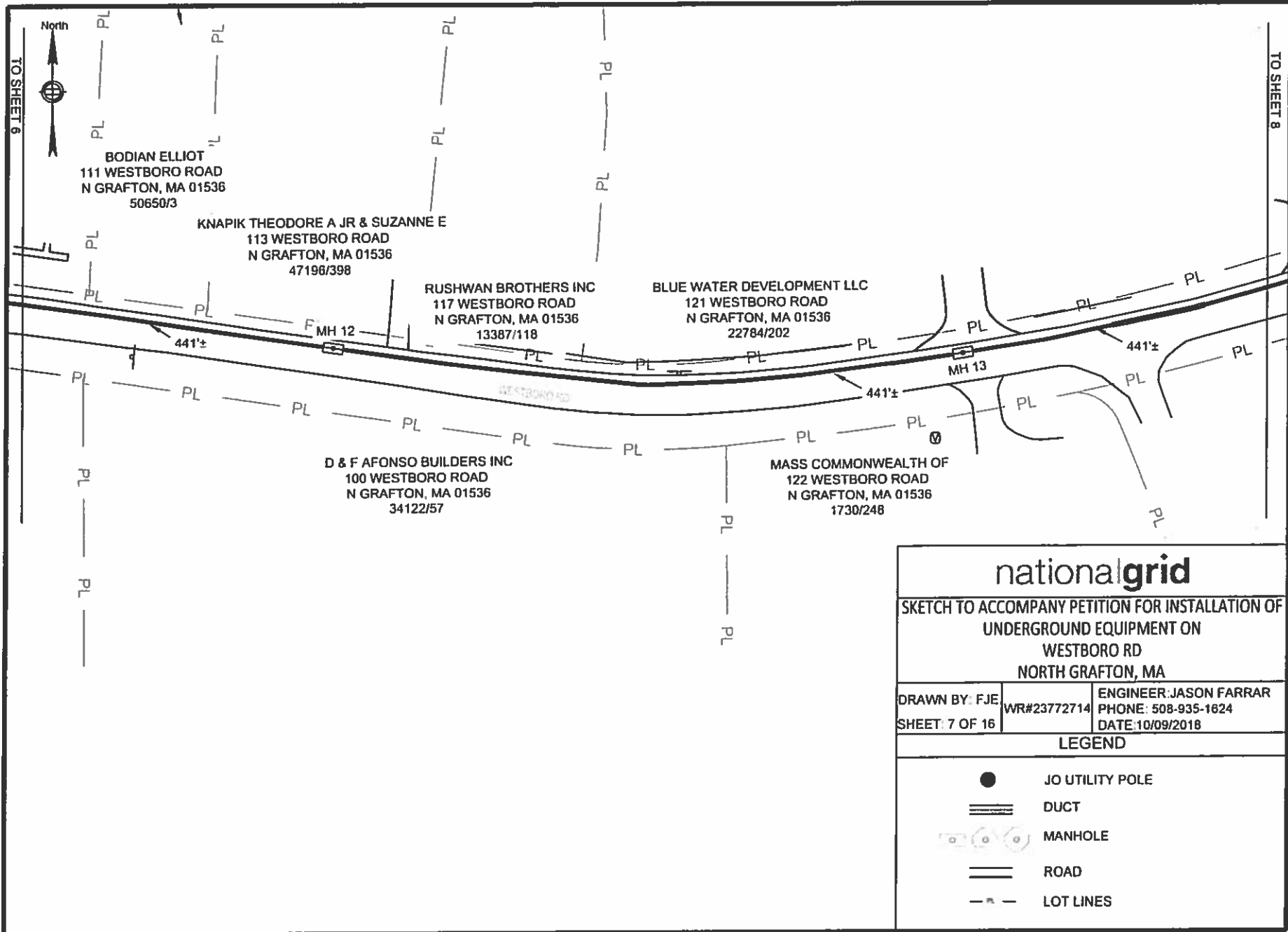
WR#23772714

ENGINEER: JASON FARRAR
PHONE: 508-935-1624
DATE: 10/09/2018

LEGEND

-  JO UTILITY POLE
-  DUCT
-  MANHOLE
-  ROAD
-  LOT LINES










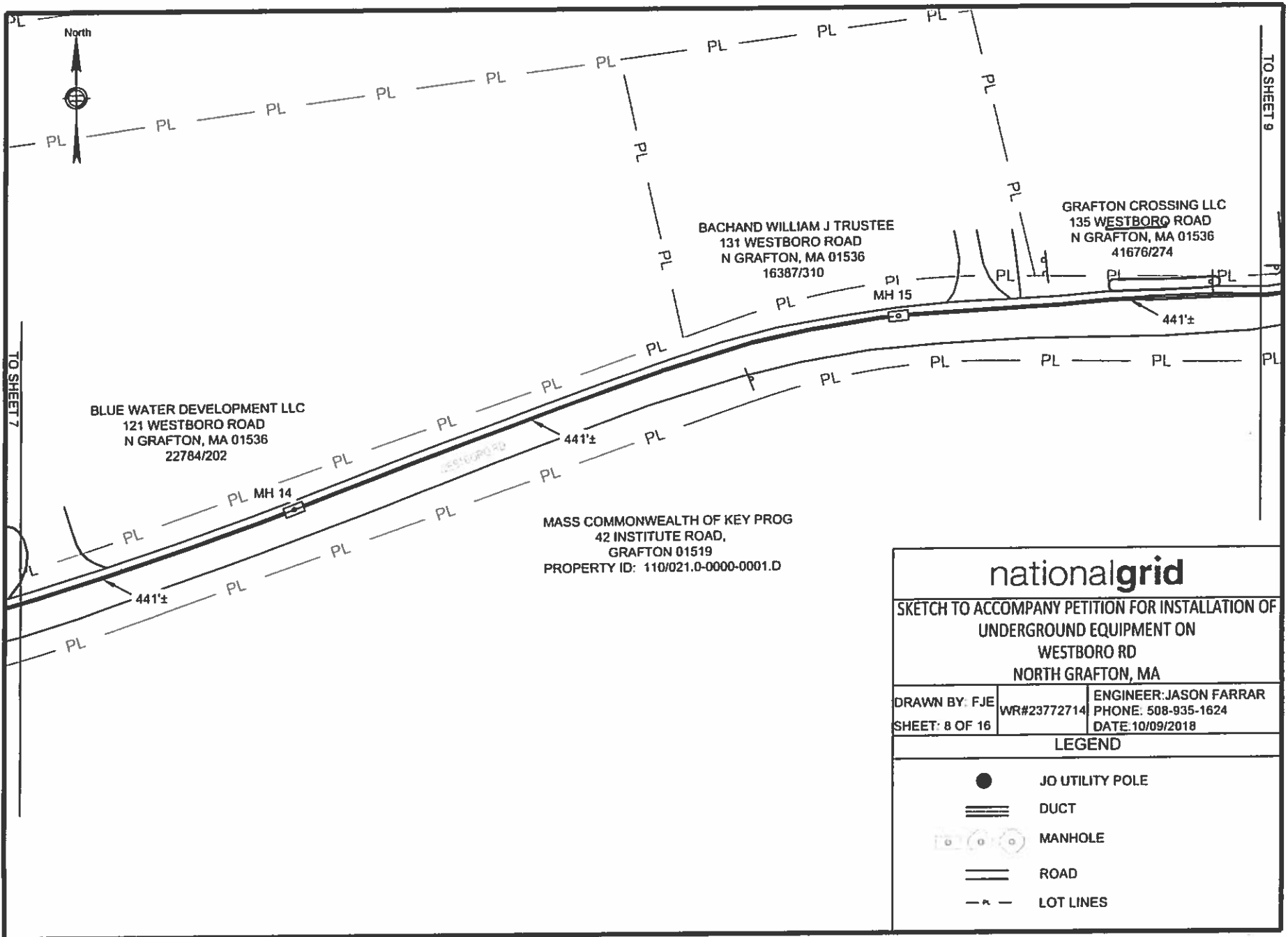
nationalgrid

SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF
UNDERGROUND EQUIPMENT ON
WESTBORO RD
NORTH GRAFTON, MA

DRAWN BY: FJE	WR#23772714	ENGINEER: JASON FARRAR
SHEET: 7 OF 16		PHONE: 508-935-1624
		DATE: 10/09/2018

LEGEND

-  JO UTILITY POLE
-  DUCT
-  MANHOLE
-  ROAD
-  LOT LINES








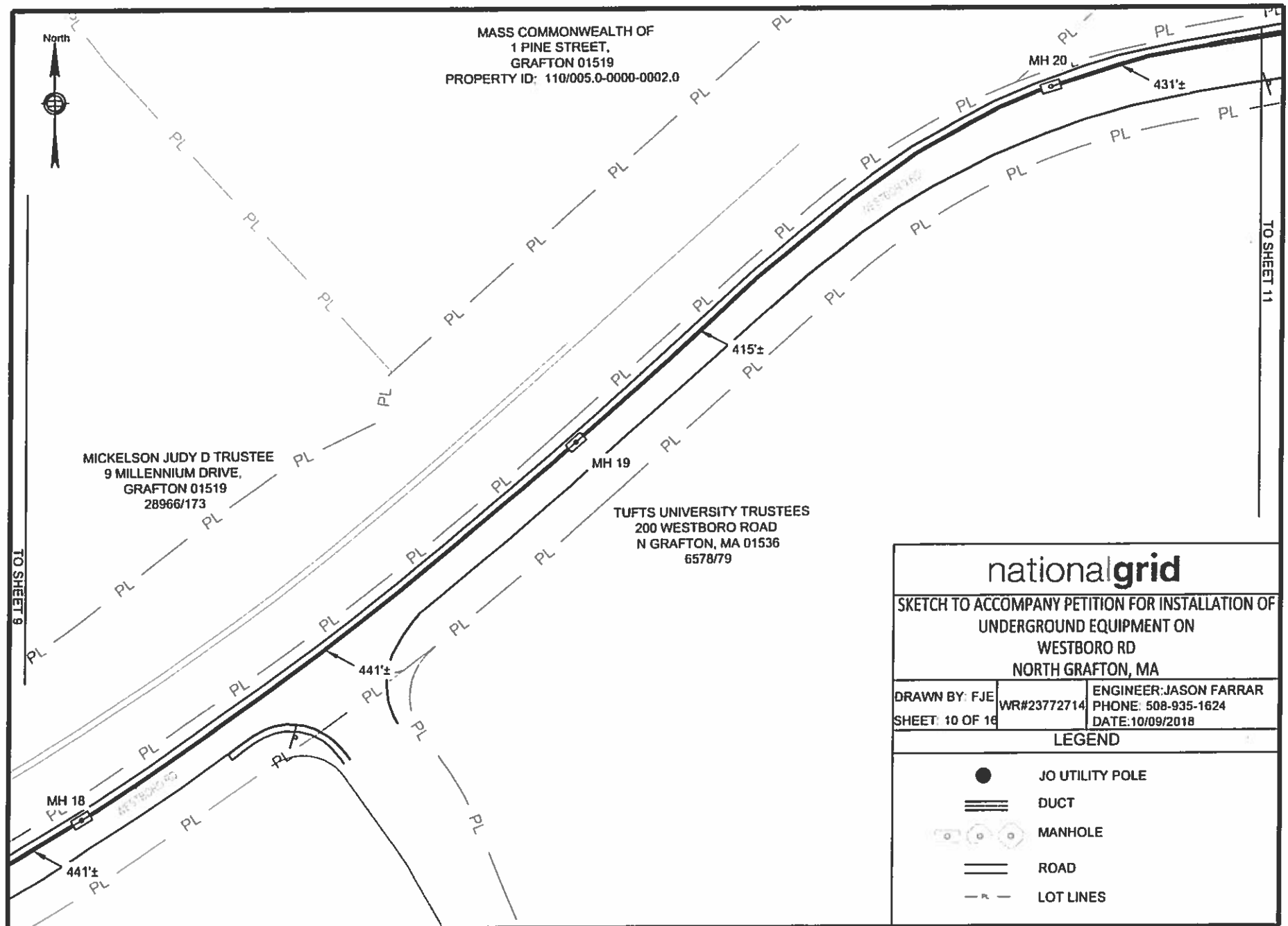
nationalgrid

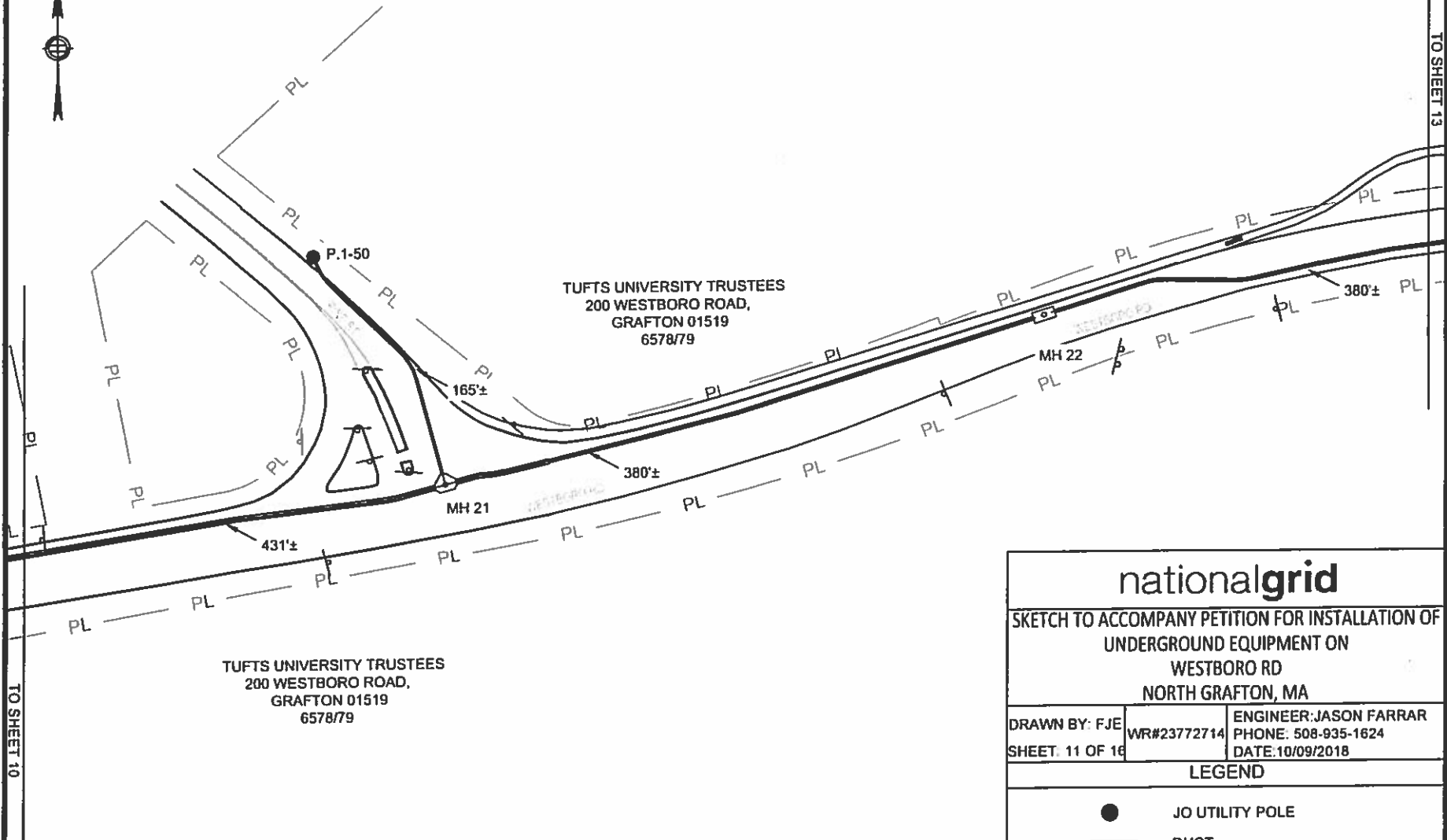
SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF
UNDERGROUND EQUIPMENT ON
WESTBORO RD
NORTH GRAFTON, MA

DRAWN BY: FJE	WR#23772714	ENGINEER: JASON FARRAR
SHEET: 8 OF 16		PHONE: 508-935-1624
		DATE: 10/09/2018

LEGEND

-  JO UTILITY POLE
-  DUCT
-  MANHOLE
-  ROAD
-  LOT LINES





TUFTS UNIVERSITY TRUSTEES
200 WESTBORO ROAD,
GRAFTON 01519
6578/79

TUFTS UNIVERSITY TRUSTEES
200 WESTBORO ROAD,
GRAFTON 01519
6578/79

nationalgrid



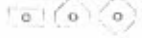


SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF
UNDERGROUND EQUIPMENT ON
WESTBORO RD
NORTH GRAFTON, MA

DRAWN BY: FJE
SHEET: 11 OF 16

WR#23772714

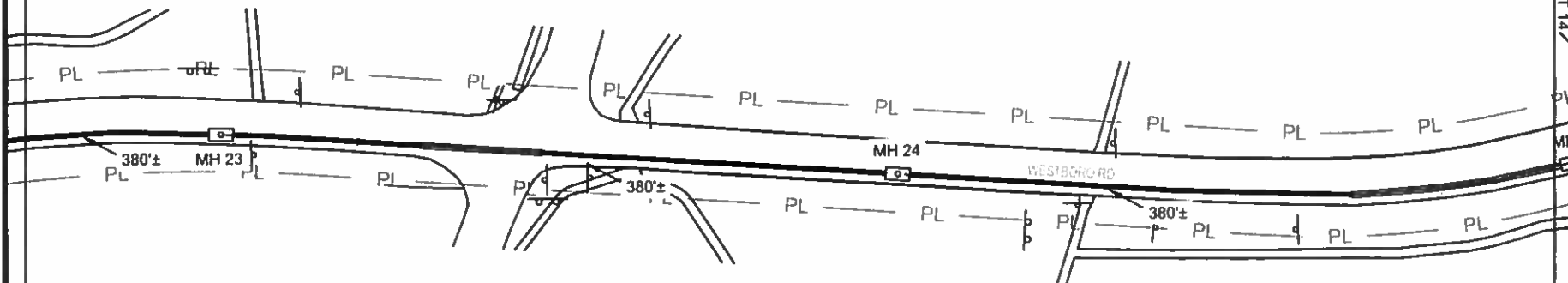
ENGINEER: JASON FARRAR
PHONE: 508-935-1624
DATE: 10/09/2018

LEGEND

-  JO UTILITY POLE
-  DUCT
-  MANHOLE
-  ROAD
-  LOT LINES



TUFTS UNIVERSITY TRUSTEES
200 WESTBORO ROAD,
GRAFTON 01519
6578/79



TUFTS UNIVERSITY TRUSTEES
200 WESTBORO ROAD,
GRAFTON 01519
6578/79

TO SHEET 11






TO SHEET 14

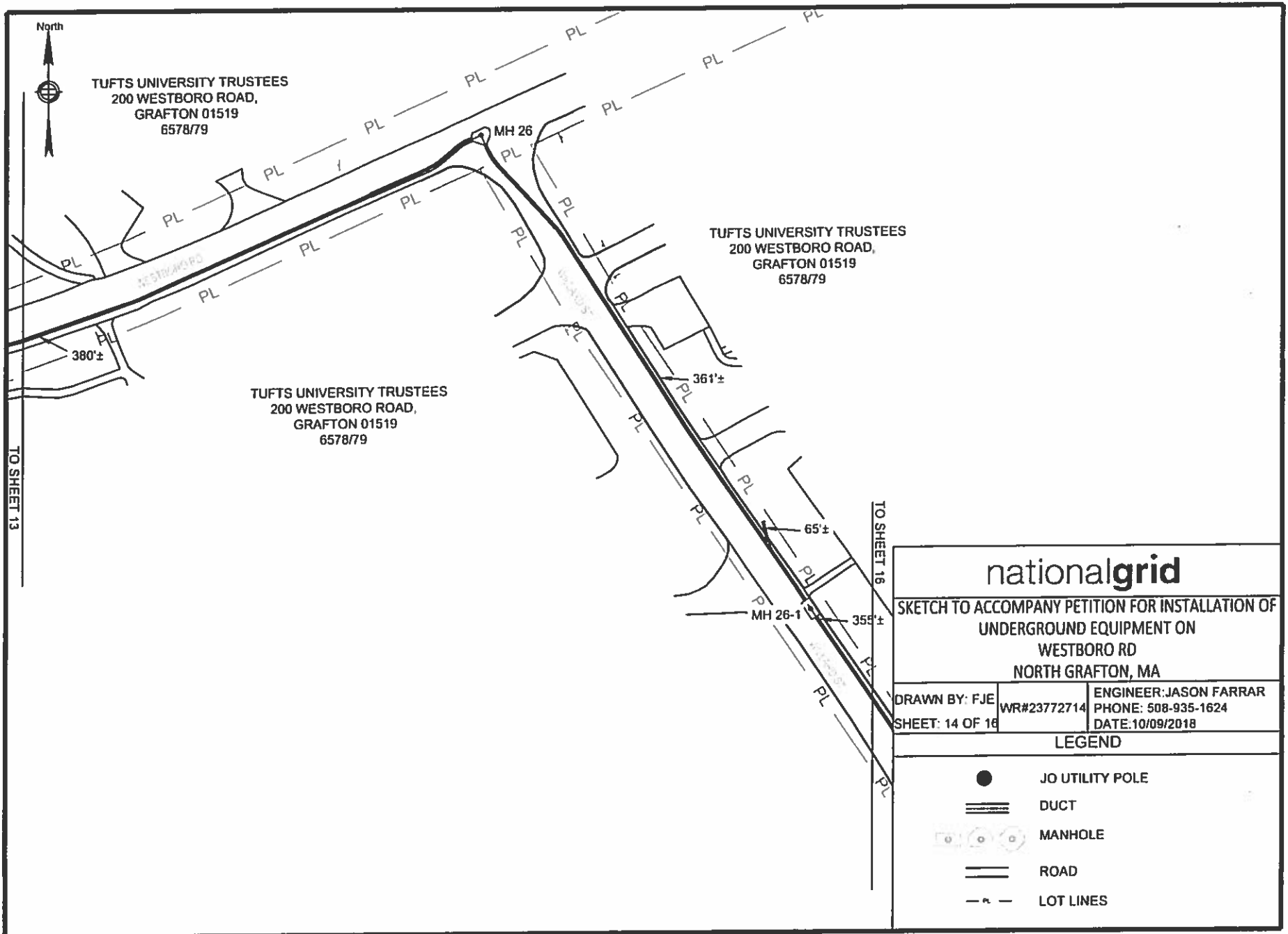
nationalgrid

SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF
UNDERGROUND EQUIPMENT ON
WESTBORO RD
NORTH GRAFTON, MA

DRAWN BY: FJE	WR#23772714	ENGINEER: JASON FARRAR
SHEET: 13 OF 16		PHONE: 508-935-1624
		DATE: 10/09/2018

LEGEND

-  JO UTILITY POLE
-  DUCT
-  MANHOLE
-  ROAD
-  LOT LINES



Questions contact – John Castro 508-223-2558

Waterville

Petition of the NATIONAL GRID
Of NORTH ANDOVER, MASSACHUSETTS
For Electric conduit Location:

To the Board of Selectmen of Grafton, Massachusetts

Respectfully represents the NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – Waterville St – Grafton – Massachusetts.

The following are the streets and highways referred to: Plan number # 23772714

Waterville St - National Grid to install beginning at a point approximately 0 feet south of the centerline of the intersection of Westboro Rd and continuing approximately 1700' feet in a south direction. National Grid to install approximately 1,700' of new 9x5" and 2x5" concrete encased conduit and 5 new manholes within the public row on Waterville St.

Location approximately as shown on plan attached

NATIONAL GRID
BY _____
Engineering Department

Pat Loelg

Dated: October 15, 2018

NATIONAL GRID

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 15th day of October, 2018.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Waterville St – Grafton – Massachusetts. Plan number # 23772714.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

Waterville St - National Grid to install beginning at a point approximately 0 feet south of the centerline of the intersection of Westboro Rd and continuing approximately 1700' feet in a south direction. National Grid to install approximately 1,700' of new 9x5" and 2x5" concrete encased conduit and 5 new manholes within the public row on Waterville St.

I hereby certify that the foregoing order was adopted at a meeting of the
.....
....., held on the day of, 20
....., 20

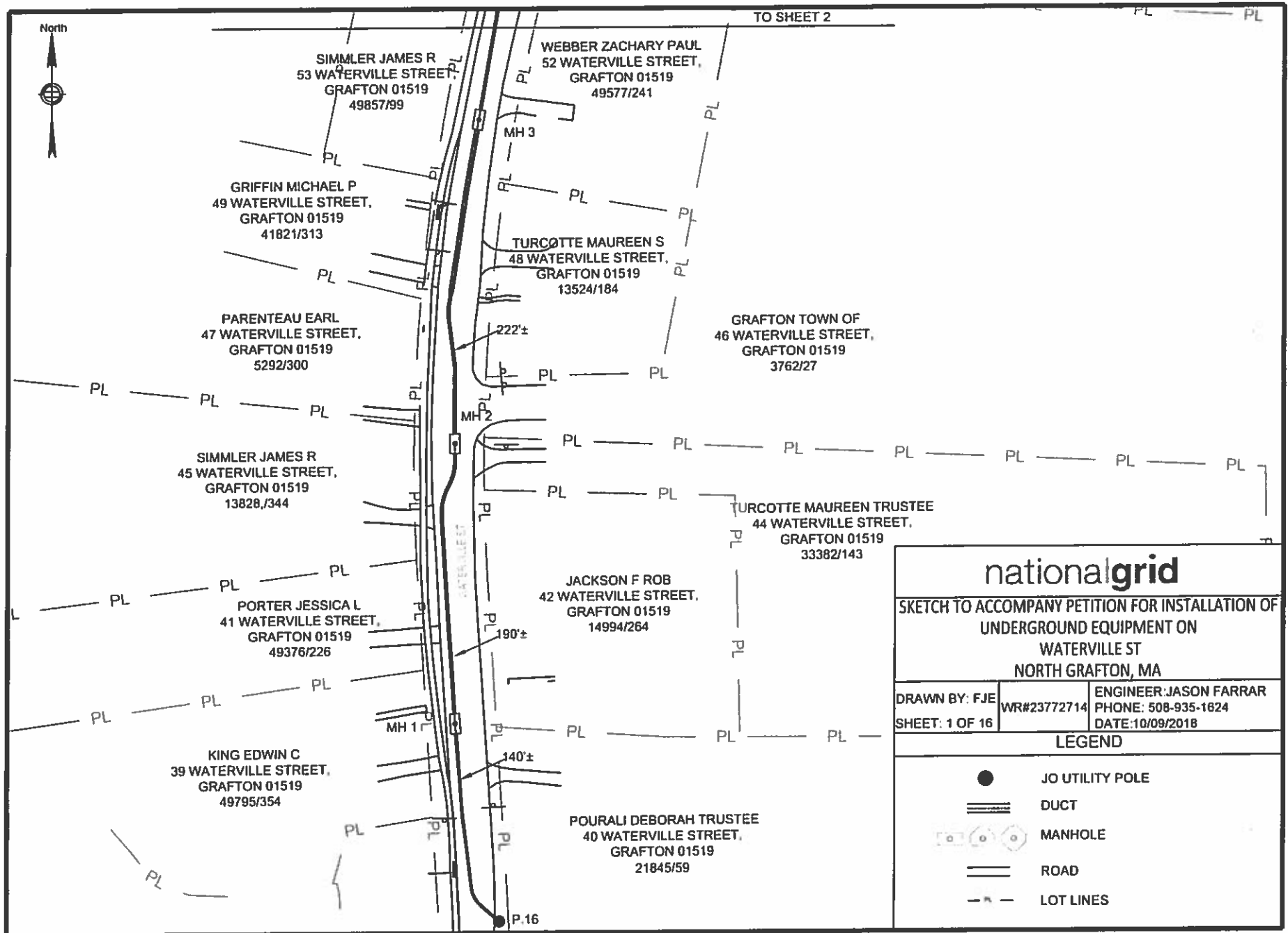
Received and entered in the records of location orders of the City/Town of
Book Page

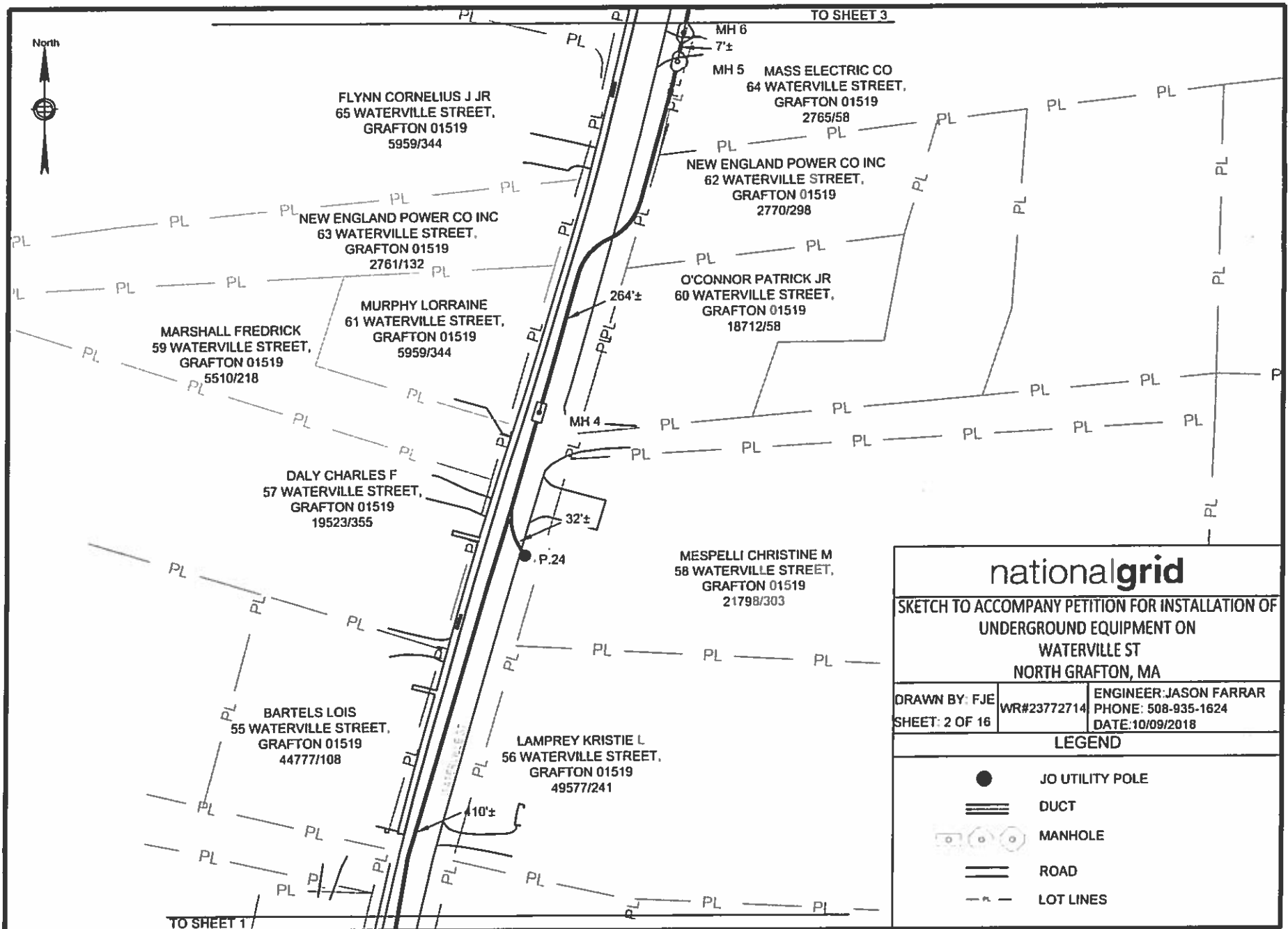
Attest:

.....

..... hereby certify that on20....., at o'clock,M
at, a public hearing was held on the petition of
NATIONAL GRID for permission to construct the underground electric conduits described in the
order herewith recorded, and that I mailed at least seven days before said hearing a written notice
of the time and place of said hearing to each of the owners of real estate (as determined by the last
preceding assessment for taxation) along the ways or parts of ways upon which the Company is
permitted to construct the underground electric conduits under said order. And that thereupon said
order was duly adopted.

.....





nationalgrid

SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF
UNDERGROUND EQUIPMENT ON
WATERVILLE ST
NORTH GRAFTON, MA

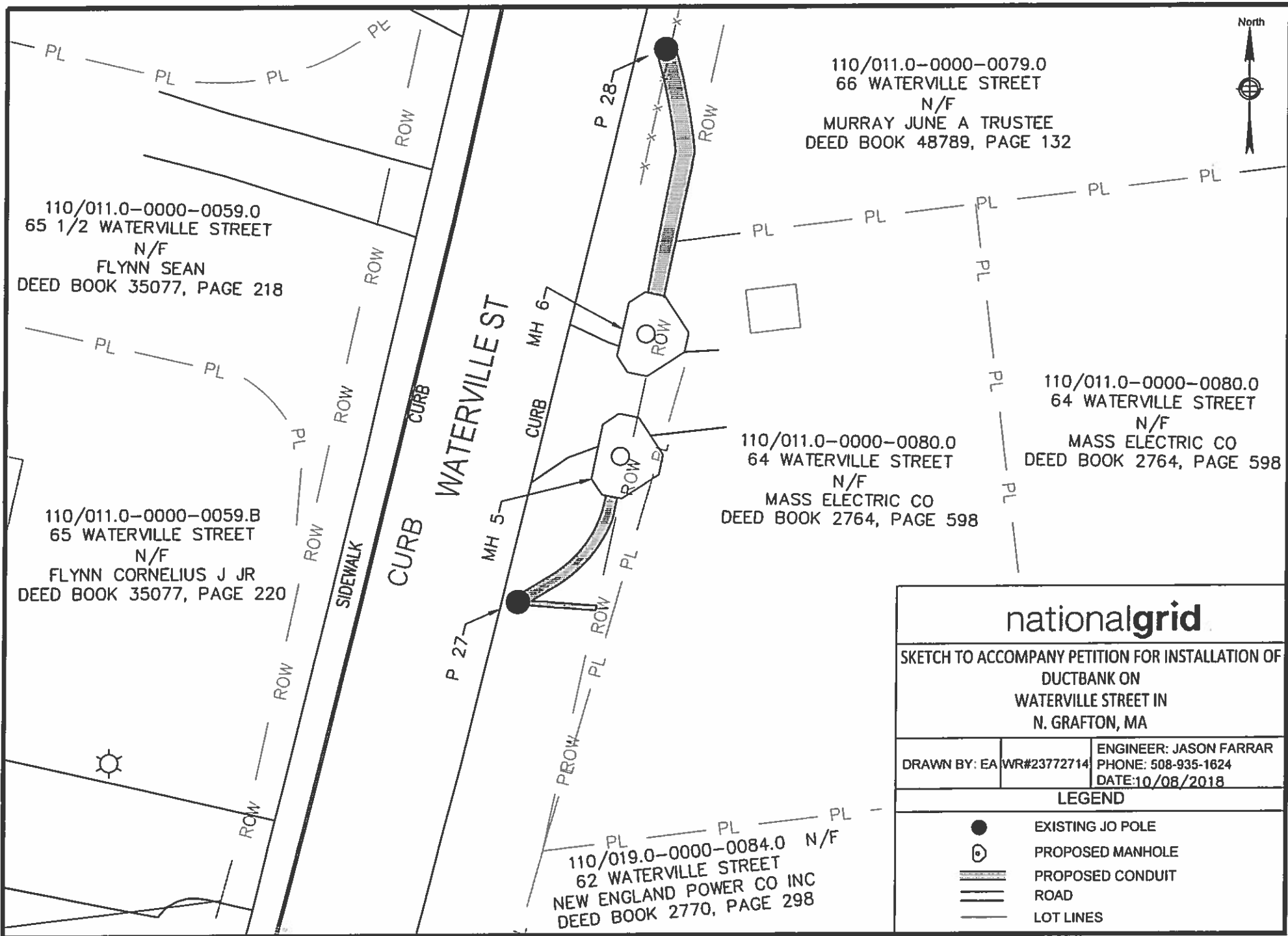
DRAWN BY: FJE
SHEET: 2 OF 16

WR#23772714

ENGINEER: JASON FARRAR
PHONE: 508-935-1624
DATE: 10/09/2018

LEGEND

- JO UTILITY POLE
- ≡≡≡ DUCT
- ○ ○ MANHOLE
- == ROAD
- - - LOT LINES



nationalgrid

SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF
DUCTBANK ON
WATERVILLE STREET IN
N. GRAFTON, MA

DRAWN BY: EA	WR#23772714	ENGINEER: JASON FARRAR PHONE: 508-935-1624 DATE: 10/08/2018
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LEGEND

- EXISTING JO POLE
- PROPOSED MANHOLE
- ▬ PROPOSED CONDUIT
- ▬ ROAD
- LOT LINES



TO SHEET 5

FORSBERG ROBERT W
63 WESTBORO ROAD
N GRAFTON, MA 01536
5067/584

GARREPY RICHARD A
70 WESTBORO ROAD
N GRAFTON, MA 01536
33276/234

GOSSELIN STEPHEN P
68 WESTBORO ROAD
N GRAFTON, MA 01536
33338/372

MACKIN TIMOTHY P
76 WATERVILLE STREET,
GRAFTON 01519
6526/281

LEVITRE NORMAN J
70 WATERVILLE STREET,
GRAFTON 01519
12575/97

RIVADENEYRA CESAR
71 WATERVILLE STREET,
GRAFTON 01519
51776/276

MAUNSELL PATRICK & BRIDGET-LIFE
69 WATERVILLE STREET,
GRAFTON 01519
51753/272

MURRAY JUNE A TRUSTEE
68 WATERVILLE STREET,
GRAFTON 01519
48789/139

FLYNN MATTHEW D
67 WATERVILLE STREET,
GRAFTON 01519
45616/272

FLYNN SEAN
65 1/2 WATERVILLE STREET,
GRAFTON 01519
35077/218

MURRAY JUNE A TRUSTEE
66 WATERVILLE STREET,
GRAFTON 01519
48789/132

P.28
15'±

429'±

430'±

MH 7

nationalgrid






SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF
UNDERGROUND EQUIPMENT ON
WATERVILLE ST
NORTH GRAFTON, MA

DRAWN BY: FJE
SHEET: 3 OF 16

WR#23772714

ENGINEER: JASON FARRAR
PHONE: 508-935-1624
DATE: 10/09/2018

LEGEND

-  JO UTILITY POLE
-  DUCT
-  MANHOLE
-  ROAD
-  LOT LINES

TO SHEET 2

Questions contact – John Castro 508-223-2558

Petition of the NATIONAL GRID
OF NORTH ANDOVER, MASSACHUSETTS
For Electric conduit Location:

Willard

To the Board of Selectmen of Grafton, Massachusetts

Respectfully represents the NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – Willard St – Grafton – Massachusetts.

The following are the streets and highways referred to: Plan number # 23772714

Willard St - National Grid to install beginning at a point approximately 0 feet south of the centerline of the intersection of Willard St and continuing approximately 1150' feet in a south direction. National Grid to install approximately 1,150' of new 9x5" and 2x5" concrete encased conduit and 3 new manholes on Willard St.

Location approximately as shown on plan attached

NATIONAL GRID
BY _____
Engineering Department

Pat Brady

Dated: October 15, 2018

NRGRI

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 15th day of October, 2018.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Willard St – Grafton – Massachusetts. Plan number # 23772714.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

Willard St - National Grid to install beginning at a point approximately 0 feet south of the centerline of the intersection of Willard St and continuing approximately 1150' feet in a south direction. National Grid to install approximately 1,150' of new 9x5" and 2x5" concrete encased conduit and 3 new manholes on Willard St.

I hereby certify that the foregoing order was adopted at a meeting of the
....., held on the day of, 20
....., 20

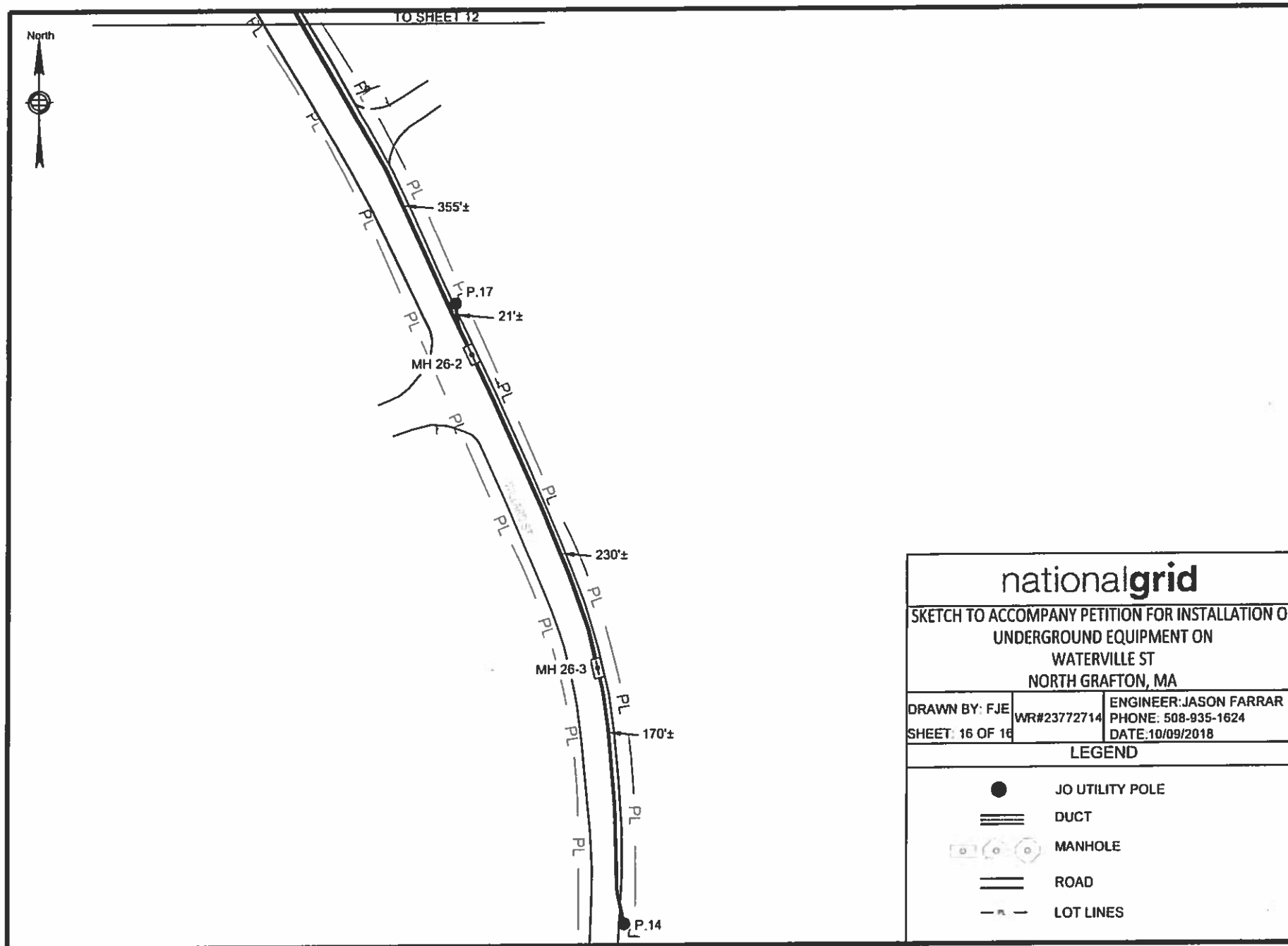
Received and entered in the records of location orders of the City/Town of
Book Page

Attest:

.....

..... hereby certify that on20....., at o'clock,M
at, a public hearing was held on the petition of
NATIONAL GRID for permission to construct the underground electric conduits described in the
order herewith recorded, and that I mailed at least seven days before said hearing a written notice
of the time and place of said hearing to each of the owners of real estate (as determined by the last
preceding assessment for taxation) along the ways or parts of ways upon which the Company is
permitted to construct the underground electric conduits under said order. And that thereupon said
order was duly adopted.

.....



nationalgrid

SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF
UNDERGROUND EQUIPMENT ON
WATERVILLE ST
NORTH GRAFTON, MA

DRAWN BY: FJE
SHEET: 16 OF 16

WR#23772714

ENGINEER: JASON FARRAR
PHONE: 508-935-1624
DATE: 10/09/2018

LEGEND

- JO UTILITY POLE
- ≡≡≡ DUCT
- ○ ○ MANHOLE
- == ROAD
- - - LOT LINES

Questions contact – John Castro 508-223-2558

pine

Petition of the NATIONAL GRID
OF NORTH ANDOVER, MASSACHUSETTS
For Electric conduit Location:

To the Board of Selectmen of Grafton, Massachusetts

Respectfully represents the NATIONAL GRID of North Andover, Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – Pine St – Grafton – Massachusetts.

The following are the streets and highways referred to: Plan number # 23772714

Pine St - National Grid to install beginning at a point approximately 0 feet north of the centerline of the intersection of Westboro Rd and continuing approximately 170' feet in a north direction. National Grid to install approximately 170' of new 2x5" concrete encased conduit within the public right of way on Pine St.

Location approximately as shown on plan attached

NATIONAL GRID
BY _____
Engineering Department

Pat Brady

Dated: October 15, 2018

NATIONAL GRID

ORDERED:

Notice having been given and public hearing held, as provided by law, that the NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 15th day of October, 2018.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Pine St – Grafton – Massachusetts. Plan number # 23772714.

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

Pine St - National Grid to install beginning at a point approximately 0 feet north of the centerline of the intersection of Westboro Rd and continuing approximately 170' feet in a north direction. National Grid to install approximately 170' of new 2x5" concrete encased conduit within the public right of way on Pine St.

I hereby certify that the foregoing order was adopted at a meeting of the
....., held on the day of, 20
....., 20

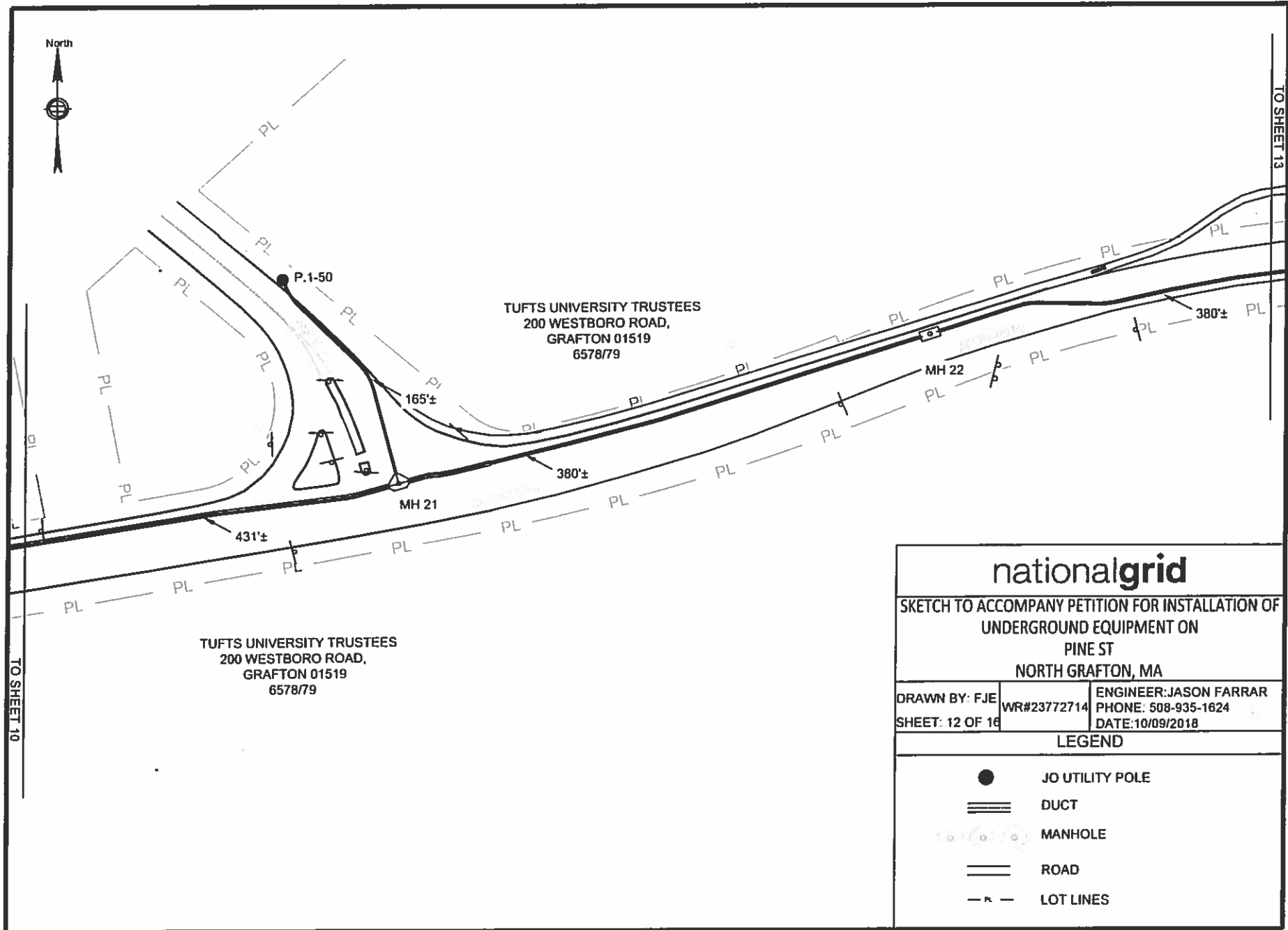
Received and entered in the records of location orders of the City/Town of
Book Page

Attest:

.....

..... hereby certify that on20....., at o'clock,M
at, a public hearing was held on the petition of
NATIONAL GRID for permission to construct the underground electric conduits described in the
order herewith recorded, and that I mailed at least seven days before said hearing a written notice
of the time and place of said hearing to each of the owners of real estate (as determined by the last
preceding assessment for taxation) along the ways or parts of ways upon which the Company is
permitted to construct the underground electric conduits under said order. And that thereupon said
order was duly adopted.

.....



nationalgrid

SKETCH TO ACCOMPANY PETITION FOR INSTALLATION OF
UNDERGROUND EQUIPMENT ON

PINE ST

NORTH GRAFTON, MA

DRAWN BY: FJE

WR#23772714

ENGINEER: JASON FARRAR

SHEET: 12 OF 16

PHONE: 508-935-1624

DATE: 10/09/2018

LEGEND

● JO UTILITY POLE

≡≡≡ DUCT

○ ○ ○ MANHOLE

== ROAD

- - - LOT LINES

SCHEDULE 1 (c) POLE PETITION NATIONAL GRID – PINE STREET

A representative from National Grid will be present to discuss the pole petition submittal and answer any questions you may have. This work is also in conjunction with the substation being put in on Westboro Road.

Clerk Reads the Legal Ad for the Hearing

1. MOTION

I move the board open the public hearing for the Pine Street Pole Petition for National Grid.

After Discussion

2. MOTION

I move the board close the public hearing for the Pine Street Pole Petition.

3. MOTION

I move the board approve/deny the Pole Petition for Pine Street as presented by National Grid.



**OFFICE OF THE
TOWN ADMINISTRATOR**

30 Providence Road
Grafton, MA 01519
(508) 839-5335

Town Administrator: *Timothy P. McInerney*
mcinerneyt@graffon-ma.gov
www.graffon-ma.gov

LEGAL NOTICE

The Board of Selectmen will hold a public hearing on the request of National Grid, Plan Number 23772714, to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way.

Pine Street

Install 1 SO Pole on Pine Street beginning at a point approximately 0 feet north of the centerline of the intersection of Westboro Road and continuing approximately 170 feet in a north direction. National Grid to install a new intermediate pole 1-5- on Pine Street for new National Grid Conduit bank. And to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

The public hearing will take place in Conference Room A, Grafton Municipal Center, 30 Providence Road, Grafton, MA on Tuesday, January 8, 2019. The Selectmen's meeting begins at 7:00 P.M. The purpose of this hearing is to provide an opportunity for public comment, anyone wishing to, may attend.

GRAFTON BOARD OF SELECTMEN

Publish Grafton News
December 13, 2018
December 20, 2018

Questions contact – John Castro 508-223-2558

PETITION FOR POLE AND WIRE LOCATIONS

North Andover, Massachusetts

To the Board of Selectmen
Of Grafton, Massachusetts

NATIONAL GRID requests permission to locate poles, wires, and fixtures, including the necessary sustaining and protecting fixtures, along and across the following public way:

Pine St - National Grid to install 1 SO Pole on Pine St beginning at a point approximately 0 feet north of the centerline of the intersection of Westboro Road and continuing approximately 170 feet in a north direction. National Grid to install a new intermediate pole 1-50 on Pine St for new National Grid conduit bank.

Location approximately as shown on plan attached

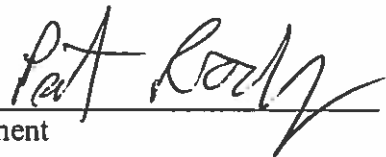
Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as it may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked – Pine St - Grafton – Massachusetts.

No.# 23772714 October 15, 2018

Also for permission to lay and maintain underground laterals, cables, and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioner agrees to reserve space for one cross-arm at a suitable point on each of said poles for the fire, police, telephone, and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

NATIONAL GRID
BY _____
Engineering Department



MGRID

ORDER FOR POLE AND WIRE LOCATIONS

In the Town of Grafton, Massachusetts

Notice having been given and public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that NATIONAL GRID and be and it is hereby granted a location for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the 15th day of October, 2018.

All construction under this order shall be in accordance with the following conditions:

Poles shall be of sound timber, and reasonable straight, and shall be set substantially at the points indicated upon the plan marked – Pine St - Grafton – Massachusetts.

No.# 23772714 Dated: October 15, 2018. Filed with this order

There may be attached to said poles such wires, cables, and fixtures as needed in their business and all of said wires and cables shall be placed at a height of not less than twenty (20) feet from the ground.

The following are the public ways or part of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:

Pine St - National Grid to install 1 SO Pole on Pine St beginning at a point approximately 0 feet north of the centerline of the intersection of Westboro Road and continuing approximately 170 feet in a north direction. National Grid to install a new intermediate pole 1-50 on Pine St for new National Grid conduit bank.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City/Town of _____, Massachusetts held on the _____ day of _____ 20 ____.

Massachusetts

City/Town Clerk.
20 ____

Received and entered in the records of location orders of the City/Town of _____
Book _____ Page _____

Attest:
City/Town Clerk

I hereby certify that on
at

20 , at o'clock, M
a public hearing was held on the petition of

NATIONAL GRID

for permission to erect the poles, wires, and fixtures described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires, and fixtures under said order. And that thereupon said order was duly adopted.

City/Town Clerk.

.....
.....
.....
.....

Board or Council of Town or City, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of the location order and certificate of hearing with notice adopted by the of the City of Massachusetts, on the day of 20 , and recorded with the records of location orders of the said City, Book , Page . This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof

Attest:

City/Town Clerk

SCHEDULE 1 (d) CLASS II LICENSE APPLICATION

Luis Sifontes has made application for a Class II (second hand motor vehicle) License. The location is 213 Worcester Street (formerly Rogers Automotive). Mr. Sifontes has prior experience having had a shop in Worcester. Mr. Sifontes has a lease agreement with the property owner, a copy is on file. He has also submitted a copy of his surety bond.

MOTION:

I move the Board vote to approve the Class II License Application for Luis Sifonte, Vene Auto Sales & Service, 213 Worcester Street, North Grafton.



Grafton Municipal Memorial Center
Office of the Board of Selectmen
30 Providence Road
Grafton, MA 01519
(508) 839-5335
www.grafton-ma.gov

TOWN OF GRAFTON

LEGAL NOTICE

The Board of Selectmen will hold a public hearing on Tuesday, January 8, 2019 in Conference Room A, Grafton Municipal Center, 30 Providence Rd., Grafton, MA to hear citizen comments on the application of Luis D. Sifontes of 11 Harrington Farms Way, Shrewsbury, MA. The application is for a Class II License for Vene Auto Sales & Service, Inc. located at 213 Worcester Street, North Grafton. The Selectmen's meeting begins at 7:00 p.m. Interested citizens are invited to attend this public hearing and to offer any written or oral comments.

Grafton Board of Selectmen

Sargon Hanna, Chairman
Craig Dauphinais, Vice Chairman
Jennifer Thomas, Clerk
Bruce Spinney
Edward Prisby

Publish Grafton News
December 13, 2018
December 20, 2018
Town bulletin Board

THE COMMONWEALTH OF MASSACHUSETTS

OF

APPLICATION FOR A LICENSE TO BUY, SELL, EXCHANGE
OR ASSEMBLE SECOND HAND MOTOR VEHICLES
OR PARTS THEREOF

I, the undersigned, duly authorized by the concern herein mentioned, hereby apply for a II class license, to Buy, Sell, Exchange or Assemble second hand motor vehicles or parts thereof, in accordance with the provisions of Chapter 140 of the General Laws.

1. What is the name of the concern? Vene Auto Sales and Services Inc

Business address of concern. No. 213 Worcester St.,
Grafton, MA 01536 City — Town.

2. Is the above concern an individual, co-partnership, an association or a corporation? Corp.

3. If an individual, state full name and residential address.

4. If a co-partnership, state full names and residential addresses of the persons composing it.

5. If an association or a corporation, state full names and residential addresses of the principal officers.

President Luis D. Sifontes

Secretary Juan C. Graterol

Treasurer Juan C. Graterol

V.P. Gabriel A. Munoz Martin

6. Are you engaged principally in the business of buying, selling or exchanging motor vehicles? Yes

If so, is your principal business the sale of new motor vehicles? No

Is your principal business the buying and selling of second hand motor vehicles? Yes

Is your principal business that of a motor vehicle junk dealer? No

7. Give a complete description of all the premises to be used for the purpose of carrying on the business.

213 Worcester St., Grafton MA 01536

-Entire Lot will be used for the purpose of carrying on
the business, 1 Garage Bay with 3 overhead doors, 1 reception
area and 1 office on the first floor, 1 stock room and 1 office
on the second floor (for employees only). 1 bathroom.

8. Are you a recognized agent of a motor vehicle manufacturer? No

(Yes or No)

If so, state name of manufacturer _____

9. Have you a signed contract as required by Section 58, Class 1? _____

(Yes or No)

10. Have you ever applied for a license to deal in second hand motor vehicles or parts thereof? Yes

(Yes or No)

If so, in what city — town Worcester, MA 01604

Did you receive a license? Yes

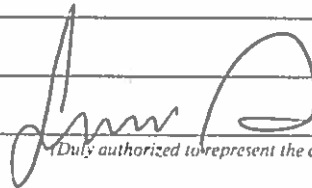
(Yes or No)

For what year? 2017-2018

11. Has any license issued to you in Massachusetts or any other state to deal in motor vehicles or parts thereof
ever been suspended or revoked? No

(Yes or No)

Sign your name in full _____



(Duly authorized to represent the concern herein mentioned)

Residence 11 Harrington Farms Way
Shrewsbury MA 01545

IMPORTANT

EVERY QUESTION MUST BE ANSWERED WITH
FULL INFORMATION, AND FALSE STATEMENTS
HEREIN MAY RESULT IN THE REJECTION OF
YOUR APPLICATION OR THE SUBSEQUENT
REVOCATION OF YOUR LICENSE IF ISSUED.

NOTE: If the applicant has not held a license in the year prior to this application, he must file a duplicate of the application with the registrar. (See Sec. 59)

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application after investigation _____

(Approved or Disapproved)

License No. _____ granted _____ 20 _____ Fee \$ _____

Signed _____

CHAPTER 140 OF THE GENERAL LAWS, TER. ED., WITH AMENDMENTS THERETO (EXTRACT)

SECTION 57. No person, except one whose principal business is the manufacture and sale of new motor vehicles but who incidentally acquires and sells second hand vehicles, or a person whose principal business is financing the purchase of or insuring motor vehicles but who incidentally acquires and sells second hand vehicles, shall engage in the business of buying, selling, exchanging or assembling second hand motor vehicles or parts thereof without securing a license as provided in section fifty-nine. This section shall apply to any person engaged in the business of conducting auctions for the sale of motor vehicles.

SECTION 58. Licenses granted under the following section shall be classified as follows:

Class 1. Any person who is a recognized agent of a motor vehicle manufacturer or a seller of motor vehicles made by such manufacturer whose authority to sell the same is created by a written contract with such manufacturer or with some person authorized in writing by such manufacturer to enter into such contract, and whose principal business is the sale of new motor vehicles, the purchase and sale of second hand motor vehicles being incidental or secondary thereto, may be granted an agent's or a seller's license; provided, that with respect to second hand motor vehicles purchased for the purpose of sale or exchange and not taken in trade for new motor vehicles, such dealer shall be subject to all provisions of this chapter and of rules and regulations made in accordance therewith applicable to holders of licenses of class 2.

Class 2. Any person whose principal business is the buying or selling of second hand motor vehicles may be granted a used car dealer's license.

Class 3. Any person whose principal business is the buying of second hand motor vehicles for the purpose of remodeling, taking apart or rebuilding the same, or the buying or selling of parts of second hand motor vehicles or tires, or the assembling of second hand motor vehicle parts, may be granted a motor vehicle junk license.

SECTION 59. The police commissioner in Boston and the licensing authorities in other cities and towns may grant licenses under this section which will expire on January first following the date of issue unless sooner revoked. The fees for the licenses shall be fixed by the licensing board or officer, but in no case shall exceed \$100. dollars. Application for license shall be made in such form as shall be approved by the registrar of motor vehicles, in sections fifty-nine to sixty-six, inclusive, called the registrar, and if the applicant has not held a license in the year prior to such application, such application shall be made in duplicate, which duplicate shall be filed with the registrar. No such license shall be granted unless the licensing board or officer is satisfied from an investigation of the facts stated in the application and any other information which they may require of the applicant, that he is a proper person to engage in the business specified in section fifty-eight in the classifications for which he has applied, that said business is or will be his principal business, and that he has available a place of business suitable for the purpose. The license shall specify all the premises to be occupied by the licensee for the purpose of carrying on the licensed business. Permits for a change of situation of the licensed premises or for addition thereto may be granted at any time by the licensing board or officer in writing, a copy of which shall be attached to the license. Cities and towns by ordinance or by-law may regulate the situation of the premises of licensees within class 3 as defined in section fifty-eight, and all licenses and permits issued hereunder to persons within said class 3 shall be subject to the provisions of ordinances and by-laws which are hereby authorized to be made. No license or permit shall be issued hereunder to a person within said class 3 until after a hearing, of which seven days' notice shall have been given to the owners of property abutting on the premises where such license or permit is proposed to be exercised. All licenses granted under this section shall be revoked by the licensing board or officer if it appears, after hearing, that the licensee is not complying with sections fifty-seven to sixty-nine, inclusive, or the rules and regulations made thereunder, and no new license shall be granted to such person thereafter, nor to any person for use on the same premises, without the approval of the registrar. The hearing may be dispensed with if the registrar notifies the licensing board or officer that a licensee is not so complying. Any person aggrieved by any action of the licensing board or officer refusing to grant, or revoking a license for any cause may, within ten days after such action, appeal therefrom to any justice of the superior court in the county in which the premises sought to be occupied under the license or permit applied for are located. The justice shall, after such notice to the parties as he deems reasonable, give a summary hearing on such appeal, and shall have jurisdiction in equity to review all questions of fact or law and may affirm or reverse the decision of the board or officer and may make any appropriate decree. The decision of the justice shall be final.

APPLICATION FOR A LICENSE TO BUY, SELL,
EXCHANGE OR ASSEMBLE SECOND HAND
MOTOR VEHICLES OR PARTS THEREOF.

APPLICANT WILL NOT FILL THE FOLLOWING BLANKS

Application No. _____

Class _____ License No. _____

Name _____

St. and No. _____

City — Town _____

Date Issued _____

Remarks _____

To be posted in a conspicuous position on the premises.
THIS LICENSE EXPIRES ON THE THIRTY-FIRST DAY OF DECEMBER

2018

CITY OF WORCESTER

No. 7186

SECOND-HAND MOTOR
VEHICLES OR PARTS THEREOF



LICENSE TO BUY, SELL,
EXCHANGE OR ASSEMBLE

A License of Class **II** is hereby granted to **Vene Auto Sales and Services, Inc.**
to **Buy, Sell, Exchange or Assemble Second Hand Motor Vehicles at**
230 Southwest Cutoff, Worcester, MA.

The Licensed premises being particularly specified as follows:

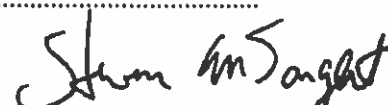
Open lot for 12 Vehicles

Office and Records to be kept on premises

This LICENSE may be revoked by the CHIEF OF POLICE at any time for cause.

January 25, 2018

Granted
(Date)


Chief of Police

This License does not authorize the Conduct or Maintenance of a Garage.



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

SECOND HAND MOTOR VEHICLE DEALER BOND

(Mass. Gen. Laws Ann. 140, § 58(c))

Bond No. LSM0998596

KNOW ALL PERSONS BY THESE PRESENTS:

Effective Date: April 19, 2017

That we, L&G AUTO SALES, INC.
as Principal, and RLI Insurance Company, a corporation authorized to do
surety business in the Commonwealth of Massachusetts, as Surety, are held and firmly bound unto persons
who purchase a vehicle from the Principal and who suffer loss on account of a breach of the condition of this
bond described below, in the sum of not to exceed Twenty Five Thousand and 00/100 DOLLARS
(\$ 25,000.00), for the payment of which well and truly to be made, we bind ourselves and our legal
representatives, firmly by these presents.

WHEREAS, the Principal is a second hand motor vehicle dealer and is required to furnish a bond or equivalent
proof of financial responsibility pursuant to Mass. Gen. Laws Ann. 140, § 58(c)(1).

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall pay the amount of actual
damages, not to exceed the amount of this bond, to any person who purchases a vehicle from the Principal and
who suffers loss on account of: (a) the Principal's default or nonpayment of valid bank drafts, including checks
drawn by the Principal for the purchase of motor vehicles; (b) the Principal's failure to deliver, in conjunction with
the sale of a motor vehicle, a valid motor vehicle title certificate free and clear of any prior owner's interests and
all liens, except a lien created by or expressly assumed in writing by the buyer of the vehicle; (c) the fact that the
motor vehicle purchased from the Principal was a stolen vehicle; (d) the Principal's failure to disclose the
vehicle's actual mileage at the time of sale; (e) the Principal's unfair and deceptive acts or practices,
misrepresentations, failure to disclose material facts or failure to honor a warranty claim or arbitration order in a
retail transaction; or (f) the Principal's failure to pay off a lien on a vehicle traded in as part of a transaction to
purchase a vehicle when the Principal had assumed the obligation to pay off the lien, then this obligation to be
void; otherwise to remain in full force and effect.

PROVIDED, that recovery against this bond may be made only by a person who obtains a final judgment in a
court of competent jurisdiction against the Principal for an act or omission on which this bond is conditioned, if
the act or omission occurred during the term of this bond. No suit may be maintained to enforce any liability on
this bond unless brought within one (1) year after the event giving rise to the cause of action. This bond shall
cover only those acts and omissions described above. The Surety shall not be liable for total claims in excess of
the bond amount, regardless of the number of claims made against this bond or the number of years this bond
remains in force.

This bond shall be continuous and may be cancelled by the Surety by giving thirty (30) days' written notice of
cancellation to the municipal licensing authority at _____

City of Worcester

455 Main Street Worcester, MA 01608

by First Class U.S. Mail.

Dated this 19th day of April, 2017.

L&G AUTO SALES, INC.

Principal

LOUIS SIFONTES
PRESIDENT

RLI Insurance Company

By: Joseph Zemaitis

Attorney in Fact



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

POWER OF ATTORNEY

RLI Insurance Company

Bond No. LSM0998596

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Joseph Zemaitis in the City of Worcester, State of Massachusetts, as Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds, undertakings, and recognizances in an amount not to exceed Two Hundred Fifty Thousand and 00/100 Dollars (\$ 250,000.00) for any single obligation, and specifically for the following described bond.

Principal: L&G AUTO SALES, INC.
Obligee: City of Worcester
Type Bond: Second Hand Motor Vehicle Dealer
Bond Amount: \$ 25,000.00
Effective Date: April 12, 2017

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 19th day of April, 2017.

ATTEST:

Cherie L. Montgomery
Cherie L. Montgomery Assistant Secretary



RLI Insurance Company

Barton W. Davis
Barton W. Davis Vice President

On this 19th day of April, 2017 before me, a Notary Public, personally appeared Barton W. Davis and Cherie L. Montgomery, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as Vice President and Assistant Secretary, respectively, of the said RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

Jacqueline M. Bockler
Jacqueline M. Bockler Notary Public





RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: (309)692-1000 Fax: (309)683-1610

RIDER

TO BE ATTACHED AND FORM A PART OF: BOND NO. LSM0998596

on behalf of: L&G AUTO SALES, INC.

The Surety, RLI Insurance Company, hereby gives its consent to:

Change Principal Name to VENES AUTO SALES AND SERVICES INC.

RIDER EFFECTIVE DATE: January 22, 2018

PROVIDED, however, that the attached bond/policy shall be subject to all its agreements, limitations, and conditions except as herein expressly modified, and that the liability of the Surety under the attached bond/policy and under the attached bond/policy as changed by the rider shall not be cumulative.

SIGNED AND SEALED THIS 22nd DAY OF January, 2018.



B. H. W. Davis
Barton W. Davis Vice President

#2 (a) RETIREMENTS & RESIGNATIONS

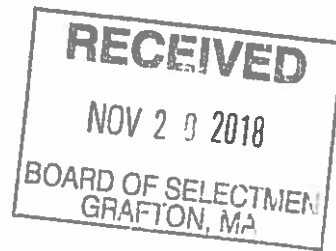
After 30 years of service, working in the Treasurer Collector's Office, JoAnn Haffty has announced her retirement effective March 1, 2019.

The Board will be asked to formally accept her notice.

MOTION:

I move the Board vote to accept the retirement notice from JoAnn Haffty effective March 1, 2019.

November 20, 2018



Dear Mr. McInerney,

Would like to submit my retirement request to the Town of Grafton, that Friday, March 1st will be my last official day of employment with the Grafton Municipal Center.

I would like to express my gratitude for the opportunity to work in the Treasurer/Collector's office for all these years. It has been a pleasure and wonderful experience, where I met wonderful people and made some lifelong friends. Friendships that will always hold a special place in my heart.

Over the years, we laughed and we cried, but like a big family we got thru it all and memories were made. My memories are many and will long be remembered.

Going to miss seeing everyone on a daily basis, but I know that the door is always open and the coffee always on.

Want to thank each and every one for some of the BEST YEARS of my life. It is not good bye, but till later.

To conclude things, I couldn't have been more proud to have played a role in the Town of Grafton and now I take my final bow. It truly has been an honor.

Sincerely,

JoAnn R. Haffty

Office of the Treasurer/Collector

#2 (b) RESIGNATIONS: WASTE WATER TREATMENT FACILITY

Brian Bavosi, an Operator at the Wastewater Treatment Plant and an Auxiliary Fireman has submitted his resignation letter from both the WWTP and the Grafton Fire Department. The board is being asked to accept his letter of resignation.

MOTION:

I move the board vote to accept the resignation of Brian Bavosi from the Wastewater Treatment Facility and the Grafton Fire Department.

Brian Bavosi

16 Carrier Ln., Sutton, MA 01590_774-535-3672_bbavosi@gmail.com

December 1, 2018

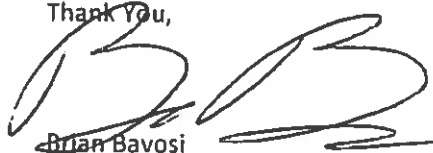
Paul Cournoyer
Director of Public Works
Town of Grafton Wastewater Treatment Plant
9 Depot St.
S. Grafton, MA 01560

Dear Paul,

I am writing this letter to announce my resignation from the position of Operator at the Town of Grafton Wastewater Treatment Plant, effective December 14, 2018. In the past month I have been presented with an employment offer that I can't pass up. I will always cherish my time at the Treatment Plant and have enjoyed working with some truly amazing people.

The position of Operator has allowed me to learn so many things and I am grateful for all of the opportunities that you have given me. Your leadership and guidance have allowed me to grow in my position as Operator and the knowledge I have gained from you will be with me for a lifetime.

Thank You,


Brian Bavosi

Brian Bavosi

16 Carrier Ln., Sutton, MA 01590_774-535-3672_bbavosi@gmail.com

December 1, 2018

Paul Cournoyer
Captain Station 1
Town of Grafton Wastewater Treatment Plant
9 Depot St.
S. Grafton, MA 01560

Dear Capt. Cournoyer,

It is with sadness that I must write this letter to announce my resignation from the position of Auxiliary Firefighter with the Town of Grafton Fire Dept., effective December 14, 2018.

It has been a privilege and honor to protect the community along with so many courageous men and women of the fire service. The members of the Grafton Fire Dept. are an extremely dedicated and professional group of men and women that I will proudly say that I served with.

Whether it was training or an emergency, as a member of Station One I always felt reassured that I was surrounded by the most responsible and reliable personnel possible. The leadership and guidance by the officers and senior members has helped me mature, thrive, and grow as a firefighter.

I am forever grateful for the fond memories and life experiences I have gathered from you and the Grafton Fire Dept.

Sincerely,



Brian Bavosi

#3 (a) SELECTMEN APPOINTMENTS – TOGETHER WE CAN

Diane Racicot submitted a letter of interest to serve on the Together We Can Committee. The Committee Chair is in support of this appointment noting Diane is already attending meetings on a regular basis.

Diane is a teacher at the Grafton High School and will be an asset to the committee.

Brief Committee Description:

Together We Can was formed in 1995. The group plans and organizes activities that help young people avoid risk factors such as drugs, alcohol and violence. Through mostly donations, the group sponsors several events for Students throughout the year, offers scholarships and volunteers at local events such as National Night Out.

MOTION:

I move the board vote to appoint Diane Racicot as a member of Together We Can.



GRAFTON HIGH SCHOOL

24 Providence Road
Grafton, MA 01519
Tel: 508-839-5425
Fax: 508-839-8544

James Pignataro, *Principal*

Karla Koza, *Assistant Principal*

Jonathan Kelly, *Assistant Principal*

November 12, 2018

Board Of Selectmen
Town of Grafton
Grafton Municipal Center
30 Providence Road
Grafton, Massachusetts 01519

Dear Board of Selectmen:

I am interested in joining the Together We Can Committee for the 2018-19 fiscal year as the Grafton Public Schools Teacher representative. I am the Family and Consumer Sciences teacher at Grafton High School and advisor to the Family and Community Leaders club. The FCL club assists TWC with several of their events each year.

Sincerely,

Diane Racicot

Email from the Chair of Together We Can

On Thu, Dec 6, 2018 at 10:09 AM Deborah Trapasso <> wrote:

Hi, Cindy,

Thank you for contacting me. Diane Racicot has actually been assisting the committee for almost a year now. She had been instrumental in getting GHS students involved in our community service projects.

Diane will be a great asset to our committee.

Debbie

On Thu, Dec 6, 2018 at 9:23 AM Cindy Ide <idec@graffton-ma.gov> wrote:

Hi Deb,

We received a request from Diane Racicot to serve on the committee Together We Can.

We have a meeting on Dec 11th. If you agree, we can have her appointed then.

#3 (b) APPOINTMENTS / TOWN ADMINISTRATOR

With the recent retirement of an Operator at the Treatment Plant, the position was advertised, interviews held and a recommendation to hire Carrie-Ann Cadrin was sent to the Town Administrator.

MOTION:

I move the board vote to affirm the Town Administrator's appoint of Carrie-Ann Cadrin to the position of Wastewater Operator.

Town of Grafton
Department of Public Works

PAUL F. COURNOYER
Director
30 Providence Road
Grafton, MA 01519
Phone: (508) 839.8526 Fax: (508) 839.8523
cournoyerp@graffon-ma.gov

December 6, 2018

Board of Selectmen
30 Providence Road
Grafton, MA. 01519

Subject: Carrie-Ann Cadrin

Dear Board Members:

I respectfully request the appointment of Carrie-Ann Cadrin to the position of Wastewater Operator.

Carrie-Ann is a lifelong Grafton resident with an extensive knowledge of the community and its residents. She is also personally aware of the Sewer Dept expectations, needs, and requirements. Carrie-Ann has been working for the town as part-time snow plow driver for the last several years. She is currently a solid waste truck driver with a CDL-B driver's license.

Carrie-Ann successfully ran her own business until a devastating fire in 2017. The organizational skills she acquired through that experience will benefit the Sewer Dept in prioritizing the ever changing daily demands of the wastewater treatment plant and collection system.

Thank you for your ongoing support and if you have any questions or concerns please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'P. F. Cournoyer', with a long, sweeping horizontal line extending to the right.

Paul F. Cournoyer
Director

#3 (c) APPOINTMENTS / TOWN ADMINISTRATOR

Chief Crepeau has submitted a recommendation to appoint Laura-Ellen Cassady as a Part Time Public Safety Dispatcher. She has dispatching experience and has obtained all requisite qualifications for Public Safety Dispatchers.

MOTION:

I move the board vote to affirm the Town Administrators appointment of Laura Ellen Cassady as a Part Time Public Safety Dispatcher.



Grafton Police Department

28 Providence Road • Grafton, Massachusetts 01519
Telephone: (508) 839-8517 • Fax: (508) 839-8562

Normand A. Crepeau, Jr.
Chief of Police

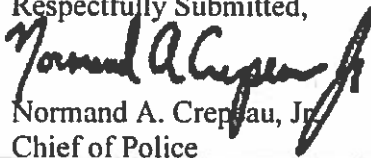
DATE: December 5, 2018
TO: Timothy P. McInerney - Town Administrator
SUBJECT: Recommendation for part-time Public Safety Dispatcher

Ms. Laura-Ellen Cassady has been training with the Grafton Police Department on her own time in the hope of becoming a part-time dispatcher with this department. She is currently a full-time dispatcher for the Town of Paxton having served there for approximately 3 years. Ms. Cassady has already obtained all requisite qualifications for Public Safety Dispatcher including PowerPhone Emergency Medical Dispatch, APCO PST1, 911 Next Generation and CPR certifications.

Based on reviews from dispatcher trainers, I recommend that Laura-Ellen Cassady of Millbury, MA be appointed as a part-time dispatcher for the Grafton Police Department.

If you have any questions or require further information, please do not hesitate to contact me.

Respectfully Submitted,


Normand A. Crepeau, Jr.
Chief of Police

#3 (d) APPOINTMENTS / TOWN ADMINISTRATOR

Paul Cournoyer requests the temporary appoint Michael Cadrin as a Part Time Wastewater Operator. This will assist the department during this transition time of Brian's departure and Carrie's start of employment. This will be beneficial to the team and the operations to have Mike on board as a part time operator

MOTION:

I move that the board vote to appoint Michael Cadrin as a Temporary Part Time Wastewater Operator.

Town of Grafton
Department of Public Works

PAUL F. COURNOYER
Director
30 Providence Road
Grafton, MA 01519
Phone: (508) 839.8526 Fax: (508) 839.8523
cournoyerp@grafton-ma.gov

December 6, 2018

Board of Selectmen
30 Providence Road
Grafton, MA. 01519

Subject: Mike Cadrin

Dear Board Members:

I respectfully request the appointment of Mike Cadrin to the position of temporary part-time employee for the Sewer Dept.

With the recent planned retirement and resignation of another staff member the Sewer Dept will be short staffed for the next several months. Mikes 35yrs of full time service and understanding of the wastewater treatment and collection system make him an excellent choice. His willingness to serve on a part-time basis is a testament to his dedication to the dept. and town.

Thank you for your ongoing support and if you have any questions or concerns please feel free to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paul F. Cournoyer', with a long, sweeping horizontal line extending to the right.

Paul F. Cournoyer
Director

#4 (a) TOGETHER WE CAN COMMITTEE UPDATE

As part of the Boards "touch base" meetings, Together We Can members will be present to give a brief outline of what they have been working on and intend to work on in the upcoming months.

Brief Committee Description:

Together We Can was formed in 1995. The group plans and organizes activities that help young people avoid risk factors such as drugs, alcohol and violence. Through mostly donations, the group sponsors several events for Students throughout the year, offers scholarships and volunteers at local events such as National Night Out.

Members:

Deborah Trapasso
Timmery Kuck
Helen Atchue
Mark Alves
William Kuck
Kathy Cederberg

#4 (b) INFORMATION TECHNOLOGY COMMITTEE (IT COMMITTEE)

As part of the Boards “touch base” meetings, the Information Technology Committee will be present to give a brief outline of what they have been working on and intend to work on in the upcoming months.

The mission of the committee is to advise the Town Administrator, Board of Selectmen on information technology and proactively lead the town in developing and implementing an information technology strategy.

Members:

David Robbins
Bill Jones
Patricia Myers
Robert Carroll
Bob Hassinger

INFORMATION TECHNOLOGY COMMITTEE

Committee Name

The name of this committee shall be the "Information Technology Committee," herein referred to as the "Committee."

Mission and Charge

The mission of the Committee is to advise the Town Administrator, the Board of Selectmen and the Town on all aspects of information technology, and to proactively lead the Town in developing and implementing an information technology strategy.

Definition

For the purposes of describing the role of this committee, "information technology" (or "IT") is defined as including the following:

- Wired and wireless infrastructure and services necessary to provide electronic voice, video, and data communications and internet access to and between Grafton's residents, businesses, and Town buildings;
- Computer systems and applications, and the management and security of associated data, in Town departments;
- "Electronic Government" internet operations and websites managed by Town departments; and
- Related support and consulting services to Town departments.

Goals and Objectives

1. Provide a focal point for the planning and implementation of all aspects of hard-wired and wireless voice and data communications in Grafton.
2. Serve as a clearinghouse of all aspects of IT-information.
3. Advise the Board of Selectmen, Town Administrator and other Town boards, committees and departments on IT matters.
4. Work to ensure Grafton will have optimal IT services.
5. Develop strategies and recommend options for responsible and effective planning and coordination of IT-related infrastructure.
6. Proactively engage IT service providers in a dialogue about their plans and the IT needs of the Town.

Deliverables and Responsibilities

1. Coordinate the development and maintenance of a current database of information on existing IT elements and related services;
2. Prepare and submit an IT Master Plan to the Town and the Board of Selectmen in time for distribution at the annual Town Meeting addressing the following issues, and submit updates annually after that:
 - Strategic long-term vision for IT in Grafton;
 - Discussion of emerging technologies with the potential of affecting the Town;
 - Discussion of current and pending regulatory requirements affecting the communications industry as it applies to services to the Town;
 - Conduct a needs assessment of Town departments;
 - Inventory of all existing IT infrastructure elements, with commentary on each;
 - Comparison of Grafton's IT infrastructure and services to those of other towns;
 - List of ongoing IT activities with a summary of progress to date on each;
 - Plans and expectations for short-term (one year) changes to the existing IT environment; and
 - Plans and expectations for IT in Grafton in the long-term.
3. Prepare and submit a report to be included in the Annual Town Report.

4. Assist the Town Administrator and Board of Selectmen in dealing with matters before the Town relating to communications services and infrastructure.
5. Provide liaisons, from among the Committee's membership, to appropriate bodies as may be designated by the Town Administrator or the Board of Selectmen from time to time, to represent the Town's interests in those forums consistent with the purview of the Committee.
6. Proactively coordinate with the activities of any other technology-related committees and personnel in town such as, but not limited to, Cable Advisory Committee, IT assistance personnel, GIS users, school technology personnel, etc.
7. Solicit input from Town residents, businesses and Town government, on their IT needs.
8. Provide a forum for hearing citizen concerns relating to the Town's IT plans and services, and acting on those concerns as appropriate.
9. Submit to the Town Administrator recommended names for consideration and appointment to fill openings on the Committee.
10. Develop and oversee the implementation of a plan for ensuring the integrity and security of all Town computer systems and websites, and the integrity of the associated electronic data.
11. Meet as a Committee approximately monthly, or as needed.

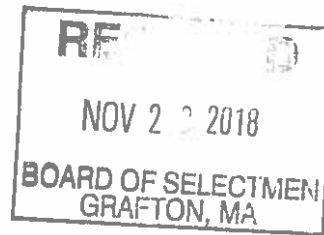
Organization and Meetings

The Committee will be comprised of up to five residents of Grafton, each to be appointed by the Town Administrator and Board of Selectman for a term of three years on a staggered basis. The first appointees will include 2 terms of 3 years, 2 terms of 2 years, and 1 term of 1 year. Members can be appointed and removed at the Town Administrator's discretion. At its first meeting after July 1 of each year, the Committee shall elect a Chairperson and a Clerk. The Committee shall meet with the Town Administrator, or a designated representative(s), on a quarterly basis, or more frequently if deemed necessary by the Committee or the Administrator. The Committee shall meet only with a quorum of three or more members, and take any action as a Committee only on the affirmative votes of at least a majority of those present.

Time Frame:

The Committee will remain a permanent standing committee at the discretion of the Town Administrator and Board of Selectmen.

November 20, 2018



BOS
Jan?

Dear Mr. McNerney,

Would like to submit my retirement request to the Town of Grafton, that Friday, March 1st will be my last official day of employment with the Grafton Municipal Center.

I would like to express my gratitude for the opportunity to work in the Treasurer/Collector's office for all these years. It has been a pleasure and wonderful experience, where I met wonderful people and made some lifelong friends. Friendships that will always hold a special place in my heart.

Over the years, we laughed and we cried, but like a big family we got thru it all and memories were made. My memories are many and will long be remembered.

Going to miss seeing everyone on a daily basis, but I know that the door is always open and the coffee always on.

Want to thank each and every one for some of the BEST YEARS of my life. It is not good bye, but till later.

To conclude things, I couldn't have been more proud to have played a role in the Town of Grafton and now I take my final bow. It truly has been an honor.

Sincerely,

JoAnn R. Haffty

Office of the Treasurer/Collector

#4 (c) BOARD OF CEMETERY COMMISSIONERS

At the request of the Selectmen the Board of Cemetery Commissioners will be present to discuss the committee's role relative to town owned land. They will also discuss future needs and plans for town owned land.

MEMBERS:

Christopher Roney
John Pocius
Robert Collette

#4 (d) SIGN CABLE CONTRACT – JJ CARDOSI

In December we received GC bids for the renovation of 26 Providence Road (Old Police Station) into the new Grafton Cable Studio. Initial estimates for the project were around \$1,00,000. The lowest, responsible GC bid came in at \$807,900 from JJ Cardosi, Inc out of Rhode Island. This project was approved at 2018 May Town Meeting and will be funded from cable revenues. Andy Deschenes is here if you have specific questions about the contract.

MOTION:

I move the Board vote to sign the contract with JJ Cardosi for the Cable Studio Renovation Project, 26 Providence Rd.

DATE: November 15, 2018 CLIENT: Town of Grafton, MA

TIME: 2:00 PM

PROJECT: Grafton Cable TV Studio

SUB-BID: Electrical

BIDDER	ON TIME	BID BOND	ADD NO. 1-2	SIGNED	DCAM	Base Bid	Restricted Yes/No
1. Mello Electric	X	X	X	X	X	\$125,800	G + R Construction
2. M.L. Schmitt	X	X	X	X	X	\$172,300	N
3. Elm Electrical	X	X	X	X	X	\$202,966	N
4. Hub Electric	X	X	X	X	X	\$194,200	N
5. Staiti Electric	X	X	X	X	X	\$133,210	N
6. Mercier Electric	X	X	X	X	X	\$148,763	N
7. Ostrow Electric	X	X	X	X	X	\$135,900	N
8							
9							
10							

TIME: 2:00 PM

PROJECT: Grafton Cable TV Studio

SUB-BID: Plumbing

BIDDER	ON TIME	BID BOND	ADD NO. 1-2	SIGNED	DCAM	Base Bid	Restricted Yes/No
1. Araujo Bros. Plumbing	X	X	X	X	X	\$59,000	Contractors Network
2. Robert W. Irvine	X	X	X	X	X	\$40,880	N
3. Kneeland Plumbing & Heating	X	X	X	X	X	\$49,300	N
4. LaPan Mechanical	X	X	X	X	X	\$42,000	N
5.							
6.							
7.							
8.							
9.							
10.							

DATE: November 15, 2018

CLIENT: Town of Grafton, MA

TIME: 2:00 PM

PROJECT: Grafton Cable TV Studio

SUB-BID: HVAC

BIDDER	ON TIME	BID BOND	ADD NO. 1-2	SIGNED	DCAM	Base Bid	Restricted Yes/No
1. N.B. Kenney	X	X	X	X	X	\$189,000	N
2. G + H Heating & Cooling	X	X	X	X	X	\$130,000	Northern Contracting
General Mechanical	X	X	X	X	X	\$154,000	N
Davison Co.	X	X	X	X	X	\$157,200	N
5							
6							
7							
8							
9							
10							

4 (a) NEW BUSINESS – CHAPTER 90 REQUEST – STOWE ROAD CULVERT

The Engineering Department has submitted a Chapter 90 Project Request for the Stowe Road Culvert. The Chairman will be asked to sign the document. Paul Cournoyer will be in attendance to answer any questions you may have.

MOTION:

I move the board vote to authorize the chairman to sign the Chapter 90 application for the Stowe Road Culvert project.

STATE AID REIMBURSABLE PROGRAMS - PROJECT REQUEST

updated 12/17

***2 Original Signed Project Request Forms are to be submitted.**

CONTRACT # 50813

PROGRAM TYPE: Chapter 90 ☒ Muni Bridge ☐ Complete Streets ☐ Other ☐

Project Name: Engineering-Stowe Road Culvert

Primary Road: _____

Local Road: _____

Bridge #: G-08-048

City/Town: Grafton

Location(s) Stowe Road over Miscoe Brook

Length: _____ feet

Width: _____ feet

PROJECT TYPE

Construction: ☐

Resurfacing: ☐

Engineering: ☒

Equipment: ☐

Other: _____

TYPICAL SECTION DETAILS: Indicate depths, special treatments, etc... Also please include sketch for Construction/Improvement Projects.

Surface: _____

Base Course: _____

Foundation: _____

Shoulders/Sidewalks: _____

SCOPE OF WORK:

Field data collection, design and permitting to replace the existing structurally deficient structure

WORK TO BE DONE:

Force Account: ☐

Advertised Contract: ☐

Other: Best Practice

Estimated Cost (Please attach estimate and list funding source(s)): \$ 55,500.00

****These funds will pay 100% of Local Road Project costs to the limit of this assignment****

CERTIFICATION

The design, engineering, construction, and future performance of the project, including maintenance, is the responsibility of the Municipality. The proposed work will conform to recognized engineering and construction methods. I/We hereby certify under penalty of perjury the following: that the project is on a public way, and any necessary takings have been made; that all materials will comply with approved established specifications; that all weights and quantities will be accurate; that equipment rental rates are those established by MassDOT Highway or the advertised low bid; that all documentation will be checked for accuracy, and will be endorsed in accordance with municipal procedures for accountability.

Reviewed by:

Signed: _____

State Aid Engineer

Date

Road Classification Verified: _____

Approved for \$ _____ @ 100%

District Highway Director

Date

Signed: _____

Brian S. S. Ho 12/6/18

Engineer

Highway Official's Title

Date

Accounting Official's Title

Date

Date

Duly Authorized Municipal Officials

**4 (b) NEW BUSINESS – SIGN AGREEMENT - BAYSIDE ENGINEERING,
STOWE ROAD CULVERT**

The Stowe Road, Miscoe Brook Culvert structure has reached the end of its service life. The Selectmen are being asked to sign a contract with Bayside Engineering for Professional Engineering Services for performing initial project standards for culvert replacement on Stowe Road.

MOTION

I move the board vote to sign the Professional Engineering Service agreement with Bayside Engineering Inc. for the Stowe Road Culvert project.



November 30, 2018

Mr. Brian Szczurko
Department of Public Works / Engineering
30 Providence Road
Grafton, MA 01519

RE: ***G-08-048 Stowe Road over
Miscoe Brook Culvert Replacement***

Dear Mr. Szczurko:

Bayside Engineering is pleased to present a price proposal and scope of work for the Stowe Road over Miscoe Brook culvert replacement. As the bridge inspection team leader on the December 2016 inspection of this structure, I can say with confidence this structure has reached the end of its service life. In the recent past, Bayside has completed culvert replacement field data collection and design for several culverts ranging from 8 feet to 20 feet, so we are familiar with designing for different site conditions and flows.

Please do not hesitate to contact me if you have any questions about the scope of work. We look forward to working with the Town of Grafton on this project.

Sincerely,

BAYSIDE ENGINEERING, INC.

A handwritten signature in cursive script that reads "Bree Sullivan".

Bree Sullivan, P.E.
Senior Civil and Environmental Engineer

TOWN OF GRAFTON¹

CONTRACT # _____

STATE CONTRACT # (if applicable) _____

DATE: _____

This Contract is entered into on, or as of, this date by and between the Town of Grafton,
30 Providence Road Grafton MA 01519 (the "Town,,), and

Bayside Engineering
["Contractor,,]

Bree Sullivan, P.E.
[Contact Name for Responsible Person]
600 Unicorn Park Drive, Woburn, MA 01801

781.932.3210
[Telephone Number]

781.932.3413
[FAX Number]

1. This is a Contract for the procurement of the following:
Scope of Services set forth in Attachment 1.

2. The Contract price to be paid to the Contractor by the Town is:
Not to exceed \$50,000.00, for Tasks 1-10 as set forth in Attachment 1, Section II and Attachment A thereto;
Not to exceed \$5,500.00 for Task 11 as set forth in Attachment 1, Section II and Attachment A thereto.

3. Payment will be made as follows:

3.1 Unless otherwise agreed upon, payments are due within 30 days after the Town received the Contractor's invoice.

3.2 Fees and Reimbursable Costs combined shall not exceed the sums set forth in section 2, as more fully set forth in the Contractor Documents.

3.3 There shall be no further costs, fees or reimbursable charges due the Contractor under this Contract unless said fees and/or costs are so set forth in writing. The Town will not pay any surcharge or premium on top of the direct out of pocket expenses, if any.

¹ Contract Long Form_Engineer and Architect Services.

3.4 Final payment including any unpaid balance of the Contractor's compensation shall be due and payable when the Project/Goods/Services is/are delivered to the Town when the project is completed and the services are complete and/or the goods are delivered and accepted.

4. Security

4.1 The Contractor must provide security in the form of a bond or otherwise, conditioned upon the faithful performance of this Contract.

5. Definitions:

- 5.1 Acceptance: All Contracts require proper acceptance of the described goods or services by the Town. Proper acceptance shall be understood to include inspection of goods and certification of acceptable performance for services by authorized representatives of the Town to insure that the goods or services are complete and are as specified in the Contract.
- 5.2 Contract Documents: All documents relative to the Contract including (where used) Request for Proposals and all attachments thereto, Instructions to Bidders, Proposal Form, General Conditions, Supplementary General Conditions, General Specifications, Other Specifications included in Project Manual, Drawings, all Addenda issued during the bidding period and Contractor's Response to the Request for Proposal. The Contract documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the document is to include all labor and materials, equipment and transportation necessary for the proper performance of the Contract.
- 5.3 The Contractor: The "other party,, to any Contract with the Town. This term shall (as the sense and particular Contract so require) include Vendor, Contractor, Engineer, or other label used to identify the other party in the particular Contract. Use of the term "Contractor,, shall be understood to refer to any other such label used.
- 5.4 Date of Substantial Performance: The date when the work is sufficiently complete, the services are performed, or the goods delivered, in accordance with Contract documents, as modified by approved Amendments and Change Orders.
- 5.5 Goods: Goods, Supplies, Services or Materials.
- 5.6 Subcontractor: Those having a direct Contract with the Contractor. The term includes one who furnished material worked to a special design according to the Drawings or Specifications of this work, but does not include one who merely furnishes material not so worked.
- 5.7 Work: The services or materials contracted for, or both.

6. Term of Contract and Time for Performance:

This Contract shall be fully performed by the Contractor in accordance with the provisions of the Contract Documents within 6 months of notice to proceed, unless extended, in writing, at the sole discretion of the Town, and not subject to assent by the Contractor, and subject to the availability and appropriation of funds as certified by the Town Accountant. Time is of the essence for the completion of the Contract.

7. Subject to Appropriation:

Notwithstanding anything in the Contract documents to the contrary, any and all payments which the Town is required to make under this Contract shall be subject to appropriation or other availability of funds as certified by the Town Accountant. In the absence of appropriation or availability as certified herein, this Contract shall be immediately terminated without liability for damages, penalties or other charges to the Town. In the event this is a multi-year contract, this Contract shall be subject to annual appropriation and in the event funds are not so appropriated, this Contract shall terminate immediately without liability for damages, penalties or charges to the Town.

8. Permits and Approvals:

Permits, Licenses, Approvals and all other legal or administrative prerequisites to its performance of the Contract shall be secured and paid for by the Contractor.

9. Termination and Default:

- 9.1 Without Cause. The Town may terminate this Contract on seven (7) calendar days notice when in the Town's sole discretion it determines it is in the best interests of the Town to do so, by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor. Upon termination without cause, Contractor will be paid for services rendered to the date of termination.
- 9.2 For Cause. If the Contractor is determined by the Town to be in default of any term or condition of this Contract, the Town may terminate this Contract on seven (7) days notice by providing notice to the Contractor, which shall be in writing and shall be deemed delivered and received when given in person to the Contractor, or when received by fax, express mail, certified mail return receipt requested, regular mail postage prepaid or delivered by any other appropriate method evidencing actual receipt by the Contractor.
- 9.3 Default. The following shall constitute events of a default under the Contract:
any material misrepresentation made by the Contractor to the Town; 2) any failure to perform any of its obligations under this Contract including, but not limited to the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable

control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the Town, (iv) failure to promptly re-perform within a reasonable time the services that were rejected by the Town as unsatisfactory, or erroneous, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and non-discrimination, (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract, and (viii) failure to comply with any and all requirements of state law and/or regulations, and Town bylaw and/or regulations.

10. Suspension or Delay

The Town may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the Services without cause for such period of time as the Town may determine to be appropriate for its convenience. In the event of any such suspension, delay or interruption, the Contractor's compensation shall be equitably adjusted. No adjustment shall be made if the Contractor is or otherwise would have been responsible for the suspension, delay or interruption of the Services, or if another provision of this Contract is applied to render an equitable adjustment.

11. The Contractor's Breach and the Town's Remedies:

Failure of the Contractor to comply with any of the terms or conditions of this Contract shall be deemed a material breach of this Contract, and the Town of Grafton shall have all the rights and remedies provided in the Contract documents, the right to cancel, terminate, or suspend the Contract in whole or in part, the right to maintain any and all actions at law or in equity or other proceedings with respect to a breach of this Contract, including "Damages,, including but not limited to costs, attorney's fees or other damages resulting from said breach ("Damages,,) as well as specific performance, and the right to select among the remedies available to it by all of the above.

From any sums due to the Contractor for services, the Town may keep the whole or any part of the amount for expenses, losses and Damages incurred by the Town as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

12. Statutory Compliance:

- 12.1 This Contract will be construed and governed by the provisions of applicable federal, state and local laws and regulations; and wherever any provision of the Contract or Contract documents shall conflict with any provision or requirement of federal, state or local law or regulation, then the provisions of law and regulation shall control. Where applicable to the Contract, the provisions of the General Laws are incorporated by reference into this Contract, including, but not limited to, the following:

General Laws Chapter 30B – Procurement of Goods and Services.

General Laws Chapter 30, Sec. 39, *et seq.* - Public Works Contracts.

General Laws Chapter 149, Section 44A, *et seq.* Public Buildings Contracts.

12.2 Wherever applicable law mandates the inclusion of any term and provision into a municipal contract, this Section shall be understood to import such term or provision into this Contract. To whatever extent any provision of this Contract shall be inconsistent with any law or regulation limiting the power or liability of cities and towns, such law or regulation shall control.

12.3 The Contractor shall comply with all Federal, State and local laws, rules, regulations, policies and orders applicable to the Work provided pursuant to this Contract, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the supply of such Work.

The Contractor shall indemnify and hold the Town harmless for and against any and all fines, penalties or monetary liabilities incurred by the Town as a result of the failure of the Contractor to comply with the previous sentence. If any discrepancy or inconsistency is discovered in the Drawings, Specifications or Contract for this work in violation of any such law, by-law, regulation, order or decree, it shall forthwith report the same in writing to the Town. It shall, at all times, itself observe and comply with all such existing and future laws, by-laws, regulations, orders and decrees; and shall protect and indemnify the Town, and its duly appointed agents against any claim or liability arising from or based on any violation whether by him or its agents, employees or subcontractors of any such law, by-law, regulation or decree.

13. Conflict of Interest:

Both the Town and the Contractor acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Contract expressly prohibits any activity which shall constitute a violation of that law. The Contractor shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Contract; and by executing the Contract documents the Contractor certifies to the Town that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

14. Certification of Tax Compliance

This Contract must include a certification of tax compliance by the Contractor, as required by General Laws Chapter 62C, Section 49A (Requirement of Tax Compliance by All Contractors Providing Goods, Services, or Real Estate Space to the Commonwealth or Subdivision).

15. Non-Discrimination/Affirmative Action

The Contractor shall carry out the obligations of this Agreement in compliance with all requirements imposed by or pursuant to federal, State and local ordinances, statutes, rules

and regulations and policies prohibiting discrimination in employment, including but not limited to, Title VII of the Civil Rights Act of 1964; the Age Discrimination in Employment Act of 1967; Section 504 of the Rehabilitation Act of 1973 and Mass. G. L. c. 151B, and any other executive orders, rules, regulations, requirements and policies relating thereto enacted by the Commonwealth of Massachusetts and the Town as they may be amended from time to time. Contractor shall not discriminate against any qualified employee or applicant for employment because of race, color, national origin, ancestry, age, sex, religion, physical or mental handicap or sexual orientation.

The following provisions will not apply if the contract price is less than \$10,000.00 or where the Contractor employs fewer than six (6) persons. [The Town may, on a case by case basis, determine that the following provisions apply to contracts for less than \$10,000.00 or where the Contractor employs less than six (6) employees.]

15.1 As used in this section "affirmative action,, means positive steps to ensure all qualified persons equal employment opportunity without regard to race, color, religion, sex or national origin at all stages of the employment process: recruitment, section, placement, promotion, training, layoff and termination. It may include, but is not limited to, the following:

- (a) Inclusion in all solicitation and advertisements for employees of a statement that the Contractor is an "Equal Opportunity Employer,,;
- (b) Placement of solicitations and advertisements for employees in media that reaches minority groups;
- (c) Notification in writing of all recruitment sources that the Contractor solicits the referral of applicants without regard to race, color, religion, sex or national origin;
- (d) Direct solicitation of the support of responsible and appropriate community, state and federal agencies to assist recruitment efforts;
- (e) Participation in, or establishment of, apprenticeship or training programs where outside programs are inadequate or unavailable to minority groups;
- (f) Modification of collective bargaining agreements to eliminate restrictive barriers established by dual lines of seniority, dual rates of pay or dual lines of promotion or progression which are based on race, color, religion, sex or national origin; and
- (g) Review selection, placement, promotion, training, layoff and termination procedures and requirements to ensure that they do not intentionally or unintentionally discriminate against qualified persons because of race, color, religion, sex or national origin.

15.2 The Contractor shall include in all compliance and progress reports submitted to the town a report which shall include: (a) A certificate stating that he or she is currently in compliance with the provisions of G.L. c. 152B and setting forth the Affirmative Action he or she is currently undertaking and will undertake during the contract period to provide equal employment opportunity for all qualified persons without regard to race, color, religion, sex or national origin; and (b) A statement in writing supporting information signed by an authorized officer or agent on behalf of any labor union or other agency which refers workers or provides or supervises apprenticeship or other training programs which the Contractor deals, to the effect that the union or other agency's practices and policies do not discriminate on the basis

of race, color, religion, sex or national origin; provided, in the event that the union or other agency shall refuse to execute such a statement, the Contractor need only so certify in writing.

15.3 A copy of any such report as described above, shall be filed in the office of the Town Clerk and shall upon said filing become a public record.

15.4 The Contractor will take Affirmative Action to ensure that employees are solicited and employed, and that employees are treated during employment, without regard to race, color, religion, sex or national origin.

15.5 The Contractor will in all solicitation or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

15.6 In determining whether steps taken by the Contractor constitute Affirmative Action, the Town shall take into account the relevant characteristics of the Contractor including, but not limited to, the number of employees and the location of the principal and branch offices.

16. Assignment:

The Contractor shall not assign, sublet or otherwise transfer this Agreement, in whole or in part, without the prior written consent of the Town, and shall not assign any of the moneys payable under this Contract, except by and with the written consent of the Town.

17. Condition of Enforceability Against the Town:

This Contract is only binding upon, and enforceable against, the Town if: (1) the Contract is signed by the Board of Selectmen or its designee; and (2) endorsed with approval by the Town Accountant as to appropriation or availability of funds; and (3) endorsed with approval by the Town Counsel as to form.

18. Corporate Contractor:

If the Contractor is a corporation, it shall endorse upon this Contract (or attach hereto) its Clerk's Certificate certifying the corporate capacity and authority of the party signing this Contract for the corporation. Such certificate shall be accompanied by a letter or other instrument stating that such authority continues in full force and effect as of the date the Contract is executed by the Contractor. This Contract shall not be enforceable against the Town of Grafton unless and until the Contractor complies with this section.

The Contractor, if a foreign corporation, shall file with the Commissioner of Corporations a Power of Attorney and duly authenticated copies of its Charter or Certificate of Incorporation; and said Contractor shall comply with all the laws of the Commonwealth.

19. Contractor's Personnel:

The Contractor shall utilize only its employees and shall not utilize any third-party contractors without prior written approval of the Town.

20. Liability of Public Officials:

To the full extent permitted by law, no official, employee, agent or representative of the Town of Grafton shall be individually or personally liable on any obligation of the Town under this Contract.

21. Indemnification:

- 21.1 With respect to professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner, and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner to the extent caused by the negligence of or breach of any provision of this Contract by the Contractor, a person employed by the Contractor, or any of its Subcontractors.
- 21.2 With respect to non-professional services rendered by the Contractor, to the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the Owner and its officers and employees from and against all claims, damages, liabilities, injuries, costs, fees, expenses, or losses, including, without limitation, reasonable attorney's fees and costs of investigation and litigation, whatsoever which may be incurred by the Owner arising out of or resulting from the performance of its services provided that such claims, damages, liabilities, injuries, costs, fees, expenses, or losses are attributable to bodily injury or death or injury to or destruction of tangible property and to the extent caused by an act or omission of the Contractor, a person employed by the Contractor, or any of its Subcontractors.

The foregoing provisions shall not be deemed to be released, waived, limit or modified in any respect by reason of any surety or insurance provided by the Contractor under the Contract.

22. Insurance

22.1 Workers Compensation Insurance:

The Contractor shall provide by insurance for the payment of compensation and the furnishing of other benefits under Chapter 152 of the General Laws of Massachusetts (The Worker's Compensation Act) to all employees of the Contractor who are subject to the provisions of Chapter 152 of the General Laws of Massachusetts.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

The Contractor shall furnish to the Town a certificate evidencing such insurance prior to the execution of this Contract before the same shall be binding on the parties thereto, except if specifically waived by the Town.

22.2 Professional Liability Insurance

Liability of \$1 million per claim and \$3 million aggregate.

Failure to provide and continue in force such insurance during the period of this Contract shall be deemed a material breach of this Contract, shall operate as an immediate termination thereof, and Contractor shall indemnify the Town for all losses, claims, and actions resulting from the failure to provide the insurance required by this Article.

22.3 Other Insurance Requirements

- a. Comprehensive commercial general liability insurance with limits of at least \$1 Million per occurrence and \$3 Million annual aggregate for property damage and \$1 Million per person and \$3 Million per occurrence for bodily injury, which shall include the Town of Grafton as an additional insured, and which shall cover bodily injury, sickness or disease, or death of any person including employees and those persons other than the Contractor's employees, and claims insured by usual personal liability coverage, death, or property damage arising out of the Work including injury or destruction of tangible property, including loss of use resulting therefrom.
- b. Motor vehicle insurance for any motor vehicles used in performing the Work, with limits of at least \$500,000 per person, and \$1 Million per accident.
- c. The intent of the Specifications regarding insurance is to specify minimum coverage and minimum limits of liability acceptable under the Contract. However, it shall be the Contractor's responsibility to purchase and maintain insurance of such character and in such amounts as will adequately protect it and the Town from and against all claims, damages, losses and expenses resulting from exposure to any casualty liability in the performance of the work, including and not limited to Professional liability insurance where applicable.
- d. All policies shall identify the Town as an additional insured (except Workers' Compensation). The Contractor shall notify the Town immediately upon the cancellation or amendment to any policy. Renewal Certificates shall be filed with the Town at least ten (10) days prior to the

expiration of the required policies. Certificates evidencing all such coverage shall be provided to the Town upon the execution of this Agreement, and upon the renewal of any such coverage. Each such certificate shall specifically refer to this Contract and shall state that such insurance is as required by this Contract. Failure to provide the necessary notice required in this Section or to continue in force such insurance shall be deemed a material breach of this Contract and shall be grounds for immediate termination. Said insurance shall include: Workers Compensation/Employers' Liability Insurance, Business Automobile Liability Insurance, and Commercial General Liability Insurance (CGL). The CGL policy shall include coverage for liability arising from premises, operations, independent Contractors, personal injury, contractual liability. All Certificates of Insurance shall be on the "MILA,, or "ACORD,, Certificate of Insurance form, shall contain true transcripts from the policies, authenticated by the proper officer of the Insurer, evidencing in particular those insured, the extent of coverage, the location and operations to which the insurance applies, the expiration date and the above-mentioned notice clauses. All insurance shall be written on an occurrence basis. Coverage's shall be maintained without interruption from date of the Contract until date of final payment and termination of any coverage required to be maintained after payment.

- e. The Contractor shall obtain and maintain during the term of this Contract the insurance coverage in companies licensed to do business in the Commonwealth of Massachusetts and acceptable to the Town.

23. Documents, Materials, Etc.

Any materials, reports, information, data, etc. given to or prepared or assembled by the Contractor under this Contract are to be kept confidential and shall not be made available to any individual or organization by the Contractor (except agents, servants, or employees of the Contractor) without the prior written approval of the Town, except as otherwise required by law. The Contractor shall comply with the provisions Chapter 66A of the General Laws of Massachusetts as it relates to public documents, and all other state and federal laws and regulations relating to confidentiality, security, privacy and use of confidential data.

Any materials produced in whole or in part under this Contract shall not be subject to copyright, except by the Town, in the United States or any other country. The Town shall have unrestricted authority to, without payment of any royalty, commission, or additional fee of any type or nature, publicly disclose, reproduce, distribute and otherwise use, and authorize others to use, in whole or in part, any reports, data or other materials prepared under this Contract.

All data, reports, programs, software, equipment, furnishings, and any other documentation or product paid for by the Town shall vest in the Town at the termination of this Contract. The Contractor shall at all times, during or after termination of this Contract, obtain the prior written approval of the Town before making any statement bearing on the work performed or data collected under this Contract to the press or issues any material for publication through any medium.

24. No Employment

The Contractor acknowledges and agrees that it is acting as an independent Contractor for all services rendered pursuant to this Contract, and neither the Contractor, nor its employees, agents, servants nor any person for whose conduct the Contractor is responsible shall be considered an employee or agent of the Town for any purpose and shall not file any claim or bring any action for any worker's compensation unemployment benefits and compensation for which they may otherwise be eligible as a Town employee as a result of work performed pursuant to the terms of this Contract.

25. Audit, Inspection and Recordkeeping

At any time during normal business hours, and as often as the Town may deem it reasonably necessary, there shall be available in the office of the Contractor for the purpose of audit, examination, and/or to make excerpts or transcript all records, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement.

26. Payment

The Town agrees to make all reasonable efforts to pay to the Contractor the sum set forth in the Contractor's bid or proposal within thirty (30) days of receipt of an invoice detailing the work completed and acceptance from the Town of the work completed.

27. Waiver and Amendment

Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Contract may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

To the extent allowed by law, any conditions, duties, and obligations contained in this Contract may be waived only by written Agreement by both parties.

Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.

28. Severability

If any term or condition of this Contract or any application thereof shall to any extent be held invalid, illegal or unenforceable by the court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Contract shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

29. Forum and Choice of Law

This Contract and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

30. Notices

Any notice permitted or required under the provisions of this Contract to be given or served by either of the parties hereto upon the other party hereto shall be in writing and signed in the name or on the behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual service or three (3) business days after the date of a certified or registered mailing properly addressed. Notice to the Contractor shall be deemed sufficient if sent to the address set forth on page 1 or furnished from time to time in writing hereafter.

31. Binding on Successors:

This Contract is binding upon the parties hereto, their successors, assigns and legal representatives (and where not corporate, the heirs and estate of the Contractor). Neither the Town nor the Contractor shall assign or transfer any interest in the Contract without the written consent of the other.

32. Entire Agreement:

This Contract, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Contract supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

IN WITNESS WHEREOF the parties have hereto and to two other identical instruments set forth their hands and executed this as an instrument under seal this the day and year first above written.

The Town of Grafton by:

Chairman, Board of Selectmen Date

Member

Member

Member

Member

The Contractor by:

Norman H. Brown 12/20/19
Signature Date

Norman H. Brown, P.E., P.L.S., President
Print Name & Title

Certified as to Form:

Town Counsel Date

Certified as to
Appropriation/Availability of Funds:

Town Accountant Date

CERTIFICATION OF GOOD FAITH

The undersigned certifies under pains and penalties of perjury that this contract has been obtained in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

The Contractor by:

Norman H. Brown, P.E., P.L.S.

Print Name

President

Title/Authority

CERTIFICATE OF STATE TAX COMPLIANCE

Pursuant to Massachusetts General Laws, Chapter 62C, Section 49A

Norman H. Brown, authorized signatory for

name of signatory

Bayside Engineering, Inc., whose principal place of business is at

name of contractor

600 Unicorn Park Drive, Woburn, MA 01801, does hereby certify under the pains and penalties of perjury that Bayside Engineering, Inc. has paid all Massachusetts taxes and has

name of contractor

complied with all all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

Norman H. Brown 12/28/10

Signature

Date

CONTRACT CHECKLIST

Initials

1. Certification of Signatures
 - For Corporation: need President's signature or Clerk's Certificate dated no more than 2 years ago With Corporate Seal affixed (see attached form)
 - For LLC: need Manager signature or signed vote of the LLC
2. Certificate of Non-collusion
3. Insurance Certificate (showing Town as additional insured)
 - Matches amount of insurance required under contract
4. Certificate of Good Faith
5. Certificate of Tax Compliance
6. Signed by Contractor
 - Matches certification by Corp officer of authority.
7. Certificate of Good Standing for Corporation or Certificate of Legal Existence for LLC both from the Secretary of State

NHB

NHB

NHB

NHB

NHB

NHB

NHB

Contract Reviewed by:

Norman H. Brown
Signature

Norman H. Brown, P.E., P.L.S.
Name, Title President

CERTIFICATE OF AUTHORITY

At a duly authorized meeting of the Board of Directors of Bayside Engineering, Inc.
(Name of Corporation)

held on December 3, 2018 it was
(Date)

VOTED that:

Norman H. Brown
(Name)

President
(Officer)

of this company, be and he/she hereby is authorized to execute contracts, agreements and bonds
in the name and on behalf of said company, and affix its corporate seal hereto; and such
execution of any contract or obligation in this company's name on its behalf by such

Norman H. Brown under seal of the company, shall be valid and binding upon this company.
(Officer)

A True Copy,

ATTEST: Rosemarie DiFrancesco

TITLE: Clerk

PLACE OF BUSINESS: 600 Unicorn Park Drive

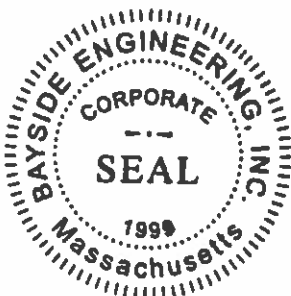
Woburn, MA 01801

DATE OF THIS AGREEMENT: December 28, 2018

I hereby certify that I am the clerk of Bayside Engineering, Inc. that Norman H. Brown is duly
elected President of said company, and that the above vote has not been amended or
rescinded and remains in full force and effect as of the date of this contract.

CORPORATE SEAL

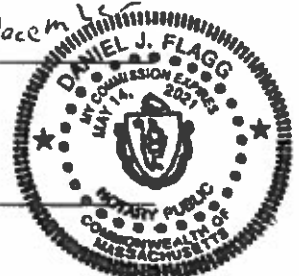
Rosemarie DiFrancesco
(Clerk)



COMMONWEALTH OF MASSACHUSETTS
COUNTY OF MIDDLESEX

Signed before me this 28 day of December
2018

[Signature]
NOTARY PUBLIC




CERTIFICATE OF NON-COLLUSION

The undersigned certifies, under penalties of perjury, that this contract has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word 'person' shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals.

PLEASE PRINT

Norman H. Brown, P.E., P.L.S., President
Name of Person Signing Contract

Bayside Engineering, Inc.
Name of Company or Business


Signature

December 27, 2018
Date



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$100.00

Secretary of the Commonwealth, Corporations Division
One Ashburton Place, 17th floor
Boston, MA 02108-1512
Telephone: (617) 727-9640

[| LOGOUT |](#)

Annual Report

(General Laws, Chapter 156D, Section 16.22: 950 CMR 112.57)



[Help with this form](#)

Identification Number: 000663655

1. Exact name of the corporation: BAYSIDE ENGINEERING, INC.

2. Jurisdiction of Incorporation: State: MA Country:

3,4. Street address of the corporation registered office in the commonwealth and the name of the registered agent at that office:

Name: THOMAS C. PEGAN

No. and Street: 30 MAIN ST.,

City or Town: PEABODY State: MA Zip: 01960 Country: USA

5. Street address of the corporation's principal office:

No. and Street: 600 UNICORN PARK DRIVE

City or Town: WOBURN State: MA Zip: 01801 Country: USA

6. Provide the name and addresses of the corporation's board of directors and its president, treasurer, secretary, and if different, its chief executive officer and chief financial officer.

Delete	Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
<input type="checkbox"/>	PRESIDENT	NORMAN H. BROWN	62 CENTENNIAL ST., SEAKBROOK, N.H 03874
<input type="checkbox"/>	TREASURER	NORMAN H. BROWN	62 CENTENNIAL ST., SEAKBROOK, N.H 03874
<input type="checkbox"/>	SECRETARY	NORMAN H. BROWN	62 CENTENNIAL ST., SEAKBROOK, N.H, NH 03874 USA
<input type="checkbox"/>	DIRECTOR	NORMAN H. BROWN	62 CENTENNIAL ST., SEAKBROOK, N.H, NH 03874 USA

Select From Below ▼ Title: _____

First Name: _____ Middle Name: _____ Last Name: _____ Suffix: _____

Residential Address: _____ City: WOBURN State: MA Zip: 01801 Country: Uni

- Same Person as - ▼ Clear Add

7. Briefly describe the business of the corporation:

Bayside Engineering, Inc.

8. Capital stock of each class and series:

Class of Stock		Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
Delete			Num of Shares	Total Par Value	Num of Shares
<input type="checkbox"/>	CNP	\$0.00000	100	\$0.00	100
Select from Below ▼			9323201		
					<div>Clear</div> <div>Add</div>

9. Check here if the stock of the corporation is publicly traded: ☐

10. Report is filed for fiscal year ending: 12 / 31 2018 ▼

Special Filing Instructions

Please indicate special filing instructions if any, that apply to this form.

Filer's Contact Information

(Enter a contact name, mailing address, and email and/or phone number.)

Contact Name: Daniel Flagg

Business Name: Bayside Engineering, Inc.

No. and Street: Bayside Engineering, Inc. - Same Address as - ▼

600 Unicorn Park Drive

City or Town: WOBURN State: MA Zip: 01801 Country: Uni

Contact Phone: 7819323201 ext: _____

Contact Email: dflagg@baysideengineering.com

Clear

Please provide an email address to receive an expedited response from the Corporations Division.

If the filing is rejected for any reason, you will be contacted. If no email address is provided, correspondence from the Division will be sent by mail.

Please select delivery method for annual report notices: ☒ Email ☐ Mail

dflagg@baysideengineering.com

Signed by [Daniel Flagg](#), its [Other officer](#)
on this 27 Day of December, 2018

By selecting ACCEPT you hereby acknowledge that this electronic document is submitted in compliance with M.G.L. Chapter 156D, Section 16.22; 950 CMR 113.57 and that the information is true and correct as of the date

☒ Accept ☐ Decline

[Click HERE to Submit This Information](#)



Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1028625664
Notice Date: October 20, 2017
Case ID: 0-000-202-647



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BAYSIDE ENGINEERING INC
600 UNICORN PARK DR STE 3
WOBURN MA 01801-3343

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, BAYSIDE ENGINEERING INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau

MASSACHUSETTS DEPT. OF REVENUE
P.O. BOX 7066
BOSTON, MA 02204



AMY PITTER, COMMISSIONER
ROBERT O'NEILL, BUREAU CHIEF

BAYSIDE ENGINEERING INC
600 UNICORN PK DR STE 3
WOBURN, MA 018013343

T/P ID 043472623
Date 12/7/2012
Bureau CERTIFICATE

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions.

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a Certificate.

This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, Sales Tax on Boats, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C,
SECTION 52.

Very truly yours

A handwritten signature in black ink, appearing to read "R. O'Neill", is written over a horizontal line.

Robert O'Neill, Bureau Chief



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Burgin, Platner and Company LLC 14 Franklin St. Quincy MA 02169		CONTACT NAME: Paula Cocchi, AA1, CIC PHONE (A/C, No, Ext): (617) 472-3000 E-MAIL ADDRESS: pc@bphins.com FAX (A/C, No): (617) 472-7248	
INSURED Bayside Engineering, Inc. 600 Unicorn Park Dr Woburn MA 01801		INSURER(S) AFFORDING COVERAGE INSURER A: Continental Casualty INSURER B: Safety Indemnity Insurance Co INSURER C: INSURER D: INSURER E: INSURER F:	
		NAIC # 33618	

COVERAGES

CERTIFICATE NUMBER: 1/1/19-2020 GL,UMB, WC

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	Y	Y	B1056672196	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000						
	MED EXP (Any one person) \$ 10,000						
	PERSONAL & ADV INJURY \$ 2,000,000						
GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:							GENERAL AGGREGATE \$ 4,000,000
							PRODUCTS - COM/PROP AGG \$ 4,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB	Y	Y	B2077464126	01/01/2019	01/01/2020	Employee Benefits \$ 2,000,000
	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000						
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$
							PIP-Basic \$
A	<input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	WC2076731511	05/01/2018	05/01/2019	EACH OCCURRENCE \$ 5,000,000
	AGGREGATE \$ 5,000,000						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC2076731511	05/01/2018	05/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	E.L. EACH ACCIDENT \$ 500,000						
	E.L. DISEASE - EA EMPLOYEE \$ 500,000						
	E.L. DISEASE - POLICY LIMIT \$ 500,000						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project: Engineering Design Services for the design of G-08-048 Stowe Road over Miscoe Brook Culvert Replacement Town of Grafton is an additional insured. Additional Insured Including waiver of subrogation & primary non-contributory as required by written and signed contract/agreement Endorsement # SB146932F; Additional Insured including products, Completed Operations & Waiver of Subrogation as required by written and signed contract/agreement Endorsement #SB146968B.

OPERATIONS USUAL TO INSURED

CERTIFICATE HOLDER

Town of Grafton 30 Providence Road Grafton MA 01519

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE <i>Paula T. Cocchi</i>



BAYSENG-01

C. JOHNSON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/27/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME:	PHONE (A/C, No, Ext): (617) 328-6555	FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com		
INSURED Bayside Engineering, Inc. 600 Unicorn Park Drive Woburn, MA 01801	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Travelers Casualty & Surety Co. of America A++, XV		31194
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION (INSURER, WVD)	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$
A	Prof. Liability		105303426	7/2/2018	7/2/2019	Per Claim Limit 2,000,000
A			105303426	7/2/2018	7/2/2019	Aggregate Limit 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
All Coverages are in accordance with the policy terms and conditions

RE: Engineering Design Services for the design of G-08-048 Stowe Road over Miscoe Brook Culvert Replacement

CERTIFICATE HOLDER

CANCELLATION

Town of Grafton
30 Providence Road
Grafton, MA 01519

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



November 30, 2018

Mr. Brian Szczurko
Department of Public Works / Engineering
30 Providence Road
Grafton, MA 01519

RE: ***G-08-048 Stowe Road over
Miscoe Brook Culvert Replacement***

Dear Mr. Szczurko:

Bayside Engineering is pleased to present a price proposal and scope of work for the Stowe Road over Miscoe Brook culvert replacement. As the bridge inspection team leader on the December 2016 inspection of this structure, I can say with confidence this structure has reached the end of its service life. In the recent past, Bayside has completed culvert replacement field data collection and design for several culverts ranging from 8 feet to 20 feet, so we are familiar with designing for different site conditions and flows.

Please do not hesitate to contact me if you have any questions about the scope of work. We look forward to working with the Town of Grafton on this project.

Sincerely,

BAYSIDE ENGINEERING, INC.

A handwritten signature in cursive script that reads "Bree Sullivan".

Bree Sullivan, P.E.
Senior Civil and Environmental Engineer

**AGREEMENT FOR PROFESSIONAL
ENGINEERING SERVICES
BETWEEN
THE TOWN OF GRAFTON, MASSACHUSETTS
AND
BAYSIDE ENGINEERING, INC.
FOR
PROFESSIONAL ENGINEERING SERVICES
FOR PERFORMING INITIAL PROJECT STANDARDS FOR CULVERT
REPLACEMENT ON STOWE STREET, GRAFTON, MA**

This AGREEMENT, made and entered into the _____ day of _____, 2018 by and between the TOWN OF GRAFTON, MASSACHUSETTS (hereinafter referred to as the "TOWN,") and BAYSIDE ENGINEERING, INC., a corporation organized and existing under the laws of the Commonwealth of Massachusetts and having a usual place of business at 600 Unicorn Park Drive, Woburn, Massachusetts (hereinafter referred to as "BAYSIDE,,).

WHEREAS, the TOWN desires BAYSIDE to perform professional engineering services associated with assisting the TOWN in performing initial project standards for the culvert replacement on Stowe Street in Grafton, MA.

The TOWN and BAYSIDE, for the consideration hereafter set forth, agree as follows:

I. GENERAL

The crossing at Stowe Road is 80 years old and is a bridge comprised of steel trolley rails embedded in a reinforced concrete deck slab supported by two concrete abutments. The north bridge railing is a W-shaped highway guardrail with steel posts welded to embedded pipe sleeves. The south barrier is a highway precast New Jersey barrier resting on the deck slab. The barriers have no solid attachment to the bridge and the north rail moves easily to the touch and the south barrier is rotated outward. The bottom surface of the concrete deck has several full length cracks with efflorescence. The presence of efflorescence indicates that stormwater is traveling through the slab and weakening the concrete. Each fascia of the slab has been eaten away exposing the exterior rail beams. The abutments have severe spalling that exposes the stone masonry behind. The wingwalls are dry laid stone masonry with missing stones. Currently the town has installed additional barriers to restrict the travel way to a single lane.

This scope will include the field data collection and analysis, culvert design, permitting and bid document preparation part of the culvert replacement project. The design will be geared toward meeting the goals of the Massachusetts Stream Crossing Standards. Application of these standards to culvert design will improve passage for fish and wildlife, increase storm resiliency, and will reduce hazards to public safety caused by the undersized and failing culvert.

The specific tasks to be performed are listed in the following Section II "Scope of Services,,

II. SCOPE OF SERVICES

Task 1) Geotechnical Evaluation

- A. Perform a subsurface investigation and soils analysis, including at least two borings adjacent to the culvert within the limits of the roadway.
- B. Provide a detailed analysis of the boring findings, such things as bearing capacity, engineering properties, material gradations, etc.

Task 2) Site Reconnaissance and Resource Delineation

- A. Perform a wetland resource area delineation of the project area within the vicinity of the culvert (USACE Determination forms and associated materials required).
- B. Perform a riverbed substrate analysis, i.e. pebble-count, to understand the existing riverbed substrate and provide data to calculate the design stream bed material.
- C. Identify the type and integrity of stream grade controls on an accurate (but not to scale) field sketch so locations are able to be surveyed.
- D. Identify and flag at least six (6) bank full width measurement locations and representative cross-sections to be surveyed (3 upstream and 3 downstream of culvert). At least one (1) representative cross-section within each reference reach.
- E. Identify and flag the necessary floodplain cross-sections needed for hydraulic modelling.
- F. Identify and flag appropriate reference reaches (1-2) with similar slope to the road-stream crossing location.
- G. Identify key site features that may act as constraints to replacing the crossing, such as utilities, including infrastructure upstream and downstream. Describe and photograph significant features.

Task 3) Survey the Road-Stream Crossing

This task shall occur in consultation and coordination from the consultant's river expert.

- A. Perform a radial topographic survey and include other relevant features; including, but not limited to resource areas, adjacent areas for the potential use of stormwater features, headwall/wingwall locations and elevations, centerline elevation of the road, site topography at least 50 feet from the edge of the road, and geotechnical boring locations.
- B. Survey longitudinal profiles of the river approximately 150 feet upstream and downstream of the road; including, but not limited to longitudinal profile features (steps, pools, riffles, glides), grade control locations and elevations, culvert invert elevations, top of culvert elevation, locations of bank full width measurements, representative cross-sections above and below each culvert, and mean annual high water.
- C. Survey key site features that may act as constraints to replacing the crossing.
- D. Identify adjacent property lines and roadway right-of-way.
- E. Prepare an existing conditions topographic plan and plot the streambed longitudinal profile and cross sections for each crossing.

Task 4) Hydrologic / Hydraulic Studies: Determine existing hydrology of the site as necessary to inform design

- A. Conduct a hydrologic study of the project site, using appropriate methods. Identify typical low flows, the bank full discharge, 5-year, 10-year, and 100-year discharges, or other flows essential to the engineering and design process.
- B. Conduct a hydraulic analysis to predict water depths, velocities, and water surface profiles for existing conditions. Identify any existing erosion concerns adjacent to the existing culvert.

Task 5) Recommend a Structure Type and Cost Estimate

- A. The consultant shall use their expertise to develop a plan to best evaluate the most appropriate structure for the site. The plan shall consider design and construction costs, constructability; including construction duration and water control. The structure evaluation should provide us definable metrics to demonstrate the pros and cons of the recommended structure as compared to other structure types.

Task 6) Preliminary Design

- A. Perform supplementary field investigation to refine stream dynamics.
- B. Using field investigation technical report (previously prepared) and supplemental field data develop preferred alternative plans.

Task 7) Engineering Design

- A. Hydraulic Design - Model the proposed structure for water surface elevation, scour, sediment transport, and velocity to understand the hydraulic forces and design the stream bed so that flow conditions and hydraulic dynamics in the culvert are comparable to the upstream and downstream stream channel.
- B. Geotechnical Design - Design the crossing within the limitations of the substrate characteristics.
- C. Structural Design - Design the crossing to meet the structural needs of the road type and meet MassDOT standards when applicable.

Task 8) Final Design

- A. Final Design Plans – Develop plans to completion ready for P.E. stamp.
- B. Submit plans for MassDOT Chapter 85 review (if applicable).
- C. Construction Details – Develop complete details sufficient for construction.
- D. Detour Plan – Develop road closure detour plan using input from key stakeholders in the Town including but not limited to Town administrator, police, fire, and project abutters.

Task 9) Permitting

- A. File a Notice of Intent with the Grafton Conservation Commission under the wetlands and rivers protection act, and the local wetland bylaw; attendance at two meetings and a site walk.
- B. 401 Water Quality Certification (the quantity and nature of work in this project is expected to be covered under the order of conditions issued by the conservation commission under the WPA/RPA)

- C. Army Corps. of Engineers Programmatic General Permit (GP1) Self-verification (SV) or Preconstruction Notification Filing (PCN) – provide necessary documentation for filing with the ACOE under the Massachusetts General Permit.

Task 10) Construction Bidding Documents

- A. Develop specifications, Engineer's estimate and other bidding documents for bid solicitation in accordance with Town requirements and industry standards.

(Task 11) Bid Review and Construction Services

- A. Bayside will administer the bidding process including plans and specification copying and distribution, bid review and bid award recommendations.
- B. As specified in the request for proposals, shop drawing review and construction supervision are not included in this scope of work.

III. FEES

- A. The TOWN will pay BAYSIDE full compensation for the work as described in Section II, "*Scope of Services*" *Task 1-10 Design Services*, the not to exceed fee of \$ 50,000.00. For the work as described in Section II, "*Scope of Services*" *Task 11 Bid Review and Construction Services*, the not to exceed fee of \$ 5,500.00. The fee for work will be billed on a time and materials basis monthly and will not exceed the total fee without prior approval from the Town of Grafton.

IV. MISCELLANEOUS

- A. It is understood that all information that the TOWN has available relative to the project (i.e., existing plans, traffic study information, economic and demographic information, etc.) will be made available to BAYSIDE so that we may properly review the project area and also for use in the preparation of the necessary report.
- B. Fees for services as described herein will be paid to BAYSIDE by the TOWN as the work progresses, based upon the presentation of a monthly statement for services by BAYSIDE. (See attached "Standard Terms and Conditions.,,)
- C. Nothing contained herein shall obligate BAYSIDE to prepare for, or appear in arbitration or litigation on behalf of the TOWN or to undertake additional work on matters not included herein, except in consideration of additional compensation mutually agreed upon.
- D. Unless otherwise provided for hereinbefore, the attached "Standard Terms and Conditions,, are incorporated herein by reference, and shall be considered a part of this Agreement.

V. ENTIRE AGREEMENT

- A. This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof, and shall supersede all understandings and agreements between the parties prior to the date hereof.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year first above written.

BAYSIDE ENGINEERING, INC.

DATE: 11-30-18

BY: Bree Sullivan
Bree Sullivan, P.E.
Senior Civil/Environmental Engineer

TOWN OF GRAFTON, MASSACHUSETTS

DATE: _____

DATE: _____

DATE: _____

DATE: _____

DATE: _____

CERTIFICATION AS TO THE
AVAILABILITY OF FUNDS

DATE: _____

ATTACHMENT A

**TOWN OF GRAFTON, MASSACHUSETTS
PROFESSIONAL ENGINEERING SERVICES
FOR PERFORMING INITIAL PROJECT STANDARDS FOR CULVERT
REPLACEMENT ON STOWE STREET, GRAFTON, MA**

Fee Schedule

Design

Total Hourly Services (Not-to-Exceed)	\$44,500
Total Reimbursable Expenses (Not-to-Exceed)	<u>\$ 5,500</u>
Total Design and Survey Services (Time and Materials)	<u>\$50,000</u>

Construction as needed and directed by Town

Total Hourly Services (Not-to-Exceed)	\$5,000
Total Reimbursable Expenses (Not-to-Exceed)	<u>\$ 500</u>
Total Construction Services (Time and Materials)	<u>\$5,500</u>

BAYSIDE ENGINEERING, INC. - STANDARD TERMS AND CONDITIONS

1. **General:** The following Standard Terms and Conditions, together with the attached Proposal and Standard Fee Schedule constitute the Agreement between Bayside Engineering, Inc. and the entity or person to whom the proposal is addressed (Client) for the performance of basic or additional services. The Standard Fee Schedule may be omitted for Lump Sum type Agreements.

2. **Standard of Care:** Services provided by the Bayside Engineering, Inc. under this agreement shall be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession (the generally accepted professional standard care) in the same locale currently practicing under similar circumstances and at the time of the subject services. No warranty, express or implied, is included or intended by this Agreement.

3. **Payments:** Unless otherwise agreed upon, payments are due within thirty days after the rendering of our invoices. Failure of the Client to make payments when due may be cause for suspension of services. Interest will be added to accounts in arrears at the rate of one and one-half (1.5) percent per month on the outstanding balance. Bayside Engineering, Inc. shall be entitled to reimbursement of all costs actually incurred by it in collecting overdue accounts, including reasonable administration, legal consulting fees and agency fees. In the event Bayside Engineering, Inc. must engage counsel to enforce overdue payments, Client will reimburse Bayside Engineering, Inc. for all reasonable attorney's fees and court costs.

4. **Special Consultants/Subcontractors** are those defined as providing services other than those provided by normal consultants associated with Bayside Engineering, Inc.

5. **Insurance:** Bayside Engineering, Inc. shall obtain and maintain during the performance of this Agreement its standard insurance coverage as follows:

Professional Liability insurance policy during the performance of this Agreement for errors, omissions or negligent acts arising out of performance of this Agreement in the amount of \$2,000,000

Workmen's Compensation and Employer's Liability Insurance in compliance with statutory limits.

Comprehensive General Liability Insurance including property damage, bodily injury or death, in an amount not less than \$2,000,000/\$2,000,000 and motor vehicle liability insurance against claims for damages because of bodily injury or death of any person or damage to property in an amount not less than \$500,000/\$1,000,000.

6. **Electronic Media:** All electronic media shall be the exclusive property of Bayside Engineering, Inc. unless otherwise stated in Bayside Engineering, Inc. written agreement. Bayside Engineering, Inc. may agree to provide materials to client stored electronically. Client recognizes that data, plans, specifications, reports, documents or other information recorded on or transmitted as electronic media are subject to undetectable alteration, either intentional or unintentional, due to (among other causes) transmission,

conversion, media degradation, software error or human alteration. Accordingly, documents provided to client in electronic media are for informational purposes only and not an end product.

Documents will conform to specifications defined in the scope of services. The documents are submitted to client for an acceptance period of 30 days. Any defects which client discovers in that time period shall be reported to Bayside Engineering, Inc. for correction. Bayside Engineering, Inc. makes no warranties, either express or implied, regarding the fitness or suitability of the electronic media.

The electronic media are instruments of professional service and shall not be used in whole or in part for any project other than that for which they were created, without the express written consent of Bayside Engineering, Inc. and without suitable compensation. Accordingly, client agrees to waive any and all claims against Bayside Engineering, Inc. resulting in any way from the unauthorized reuse or alteration of electronic media and to defend, indemnify and hold Bayside Engineering, Inc. harmless for any claims, losses, damages or costs, including attorney's fees, arising out of the reuse of any electronic media.

7. **Design Services / Changes to Design:** This contract and associated design fee does not include excessive changes to the working drawings after initial completion or excessive changes during the final design stage. Said changes shall be considered *Additional Services*, and shall be billed on an hourly basis at Bayside Engineering, Inc. standard billing rates in affect at the time services are performed. When excessive changes occur or are requested by the client, Bayside Engineering, Inc. shall notify the client in writing and request written authorization for Additional Services before proceeding with said services.

Estimates: As Bayside Engineering, Inc. has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of our firm's experience and judgment as design professionals, but it cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from its estimates.

8. **Services During Construction:** If Bayside Engineering, Inc. services include the performance of services during the construction phase of the project, it is understood that the purpose of such services, including visits to the site, will be to enable Bayside Engineering, Inc. to better perform the duties and responsibilities assigned to and undertaken by it as a design professional, and to provide the client with a greater degree of confidence that the completed work of contractors will conform generally to the contract documents.

Bayside Engineering, Inc. shall not, during such visits or as a result of observations of construction, supervise, direct or have control over Contractor's work nor shall Bayside Engineering, Inc. have authority over, or responsibility for, the means, methods, techniques, sequences or procedures of construction selected by the contractors or safety precautions and programs incident to the work of contractors or for any failure of contractors to comply with laws, rules, regulations, ordinances, codes or orders applicable to contractors furnishing and performing their work. Bayside Engineering, Inc. does not guarantee the performance of the construction contract by the contractors and does not assume

BAYSIDE ENGINEERING, INC. - STANDARD TERMS AND CONDITIONS

responsibility for contractors failure to furnish and perform their work in accordance with the contract documents.

If Bayside Engineering, Inc. services during construction include shop drawing review, Bayside Engineering, Inc. will review (or take other appropriate action with respect to) shop drawings, samples and other data which contractors are required to submit, but only for conformance with the design concept of the project and compliance with the design concept of the project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Bayside Engineering, Inc.'s review or other actions, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the contractors of (a) their obligations regarding review and approval of any such submittals; and (b) their exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

It is understood that the contractor, not the Engineer, is responsible for construction of the project and that Bayside Engineering, Inc. is not responsible for acts or omissions of any contractor, subcontractor or material supplier, for safety precautions, programs or enforcement, or for construction means, methods, techniques, sequences and procedures, employed by the contractor.

9. Termination: The Client or Bayside Engineering, Inc. may, at any time and for any reason terminate this agreement by giving ten (10) days written notice effective after receipt of said notice by either party. Client agrees to compensate Bayside Engineering, Inc. for all services performed prior to the effective date of the termination, together with reimbursable expenses including subcontractors, subconsultants and vendors. No deductions shall be made from Bayside Engineering, Inc. compensation on account of sums withheld from payments to subcontractors, nor shall payment to Bayside Engineering, Inc. be contingent upon financing arrangements or receipt of payment from any third party.

If client fails to make payment when due for services and reimbursable expenses, Bayside Engineering, Inc. may, upon seven (7) days written notice to client, suspend performance of services under this agreement. Unless payment in full is received by Bayside Engineering, Inc. within seven (7) days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Bayside Engineering, Inc. shall have no liability to client for delay or damage to client or others because of such suspension of services.



2019 Hourly Billing Rates

PRINCIPAL	\$175.00
PROJECT MANAGER	\$165.00
SENIOR ENGINEER	\$150.00
PROJECT ENGINEER	\$135.00
SENIOR DESIGNER	\$125.00
STAFF ENGINEER	\$110.00
JR. ENGINEER/DESIGNER	\$ 95.00
SENIOR DRAFTER	\$ 90.00
CLERICAL	\$ 65.00
THREE-PERSON SURVEY CREW	\$195.00
GPS SURVEYOR	\$185.00
TWO-PERSON SURVEY CREW	\$175.00
PROFESSIONAL LAND SURVEYOR	\$140.00
CONSTRUCTION PROJECT MANAGER	\$115.00
CONSTRUCTION ENGINEER	\$105.00
RESIDENT PROJECT REPRESENTATIVE	\$ 90.00



Charles D. Baker, Governor
Karyn E. Polito, Lieutenant Governor
Stephanie Pollack, Secretary & CEO
Jonathan L. Gulliver, Highway Administrator



October 13, 2018

Town of Grafton
Town Administrator
30 Providence Rd.
Grafton, MA 01519

Attn: Dave Crouse, Highway Supt.



SUBJECT: SMALL BRIDGE INSPECTION REPORT

G-08-048

(6Q2) STOWE ST / MISCOE BROOK

Dated: 06/06/18

Dear Mr. Crouse:

As part of the Massachusetts Bridge Inspection Program, MassDOT – Highway Division now also performs inspections of municipally owned bridges whose spans are between 10 feet and 20 feet.

In review of attached report please note the deficiencies highlighted for your immediate attention.

For your records is a copy of recent bridge inspection field report for the referenced municipally owned bridge. Repair, rehabilitation or reconstruction of any bridges to address the deficiencies reported is the owner/custodian's responsibility. Chapter 90 funds may be used for these purposes.

Questions regarding the content of the report may be directed to the District Bridge Inspection Engineer, Mahmood Azizi, at 508-929-3822.

Sincerely,

Barry Lorion
District 3 Highway Director

MA/ma
cc: BIE (2), DHD D-3, DBIE D-3
Enclosure

2-DIST
03B.I.N.
6Q2

STRUCTURES INSPECTION FIELD REPORT

ROUTINE & SPECIAL MEMBER INSPECTION

BR. DEPT. NO.
G-08-048

CITY/TOWN GRAFTON		8. STRUCTURE NO. G08048-6Q2-MUN-CUL		11-Kilo. POINT 000.000	41-STATUS D:OPEN	90-ROUTINE INSP. DATE JUN 6, 2018
07-FACILITY CARRIED HWY STOWE ST		MEMORIAL NAME/LOCAL NAME		27-YR BUILT 1900	105-YR REBUILT 1938	YR REHAB'D (NON 105) 0000
06-FEATURES INTERSECTED WATER MISCOE BROOK		26-FUNCTIONAL CLASS Urban Local		DIST. BRIDGE INSPECTION ENGINEER M. Azizi		
43-STRUCTURE TYPE 302 : Steel Stringer/Girder		22-OWNER Town Agency	21-MAINTAINER Town Agency	TEAM LEADER J. Sawyer		
107-DECK TYPE 1 : Concrete Cast-in-Place		WEATHER Sunny	TEMP (air) 21°C	TEAM MEMBERS T. TOLOCZKO		

ITEM 58			4	DEF
DECK				
1.Wearing surface	7	-		
2.Deck Condition	4	S-A		
3.Stay in place forms	N	-		
4.Curbs	N	-		
5.Median	N	-		
6.Sidewalks	N	-		
7.Parapets	N	-		
8.Railing	5	S-A		
9.Anti Missile Fence	N	-		
10.Drainage System	N	-		
11.Lighting Standards	N	-		
12.Utilities	X	-		
13.Deck Joints	N	-		
14.	N	-		
15.	N	-		
16.	N	-		

CURB REVEAL
(In millimeters)N S
N N

APPROACHES			DEF
a. Appr. pavement condition	5	S-P	
b. Appr. Roadway Settlement	5	S-A	
c. Appr. Sidewalk Settlement	N	-	
d.	N	-	

OVERHEAD SIGNS
(Attached to bridge)

(Y/N) N

OVERHEAD SIGNS			DEF
a. Condition of Welds	N	-	
b. Condition of Bolts	N	-	
c. Condition of Signs	N	-	

ITEM 59			4	DEF
SUPERSTRUCTURE				
1.Stringers	N	-		
2.Floorbeams	N	-		
3.Floor System Bracing	N	-		
4.Girders or Beams	4	S-A		
5.Trusses - General	N	-		
a. Upper Chords	N	-		
b. Lower Chords	N	-		
c. Web Members	N	-		
d. Lateral Bracing	N	-		
e. Sway Bracings	N	-		
f. Portals	N	-		
g. End Posts	N	-		
6.Pin & Hangers	N	-		
7.Conn Plt's, Gussets & Angles	N	-		
8.Cover Plates	N	-		
9.Bearing Devices	N	-		
10.Diaphragms/Cross Frames	N	-		
11.Rivets & Bolts	N	-		
12.Welds	N	-		
13.Member Alignment	6	-		
14.Paint/Coating	N	-		
15.	N	-		

Year Painted N

COLLISION DAMAGE: Please explain
None (X) Minor () Moderate () Severe ()LOAD DEFLECTION: Please explain
None (X) Minor () Moderate () Severe ()LOAD VIBRATION: Please explain
None (X) Minor () Moderate () Severe ()

Any Fracture Critical Member: (Y/N) N

Any Cracks: (Y/N) N

ITEM 60			4	DEF
SUBSTRUCTURE				
1. Abutments	Dive	Cur	4	
a. Pedestals	N	N		
b. Bridge Seats	N	H		
c. Backwalls	N	H		
d. Breastwalls	N	4		S-A
e. Wingwalls	N	5		S-P
f. Slope Paving/Rip-Rap	N	N		
g. Pointing	N	N		
h. Footings	N	N		
i. Piles	N	N		
j. Scour	N	5		M-P
k. Settlement	N	N		
l.	N	N		
m.	N	N		
2. Piers or Bents			N	
a. Pedestals	N	N		
b. Caps	N	N		
c. Columns	N	N		
d. Stems/Webs/Pierwalls	N	N		
e. Pointing	N	N		
f. Footing	N	N		
g. Piles	N	N		
h. Scour	N	N		
i. Settlement	N	N		
j.	N	N		
k.	N	N		
3. Pile Bents			N	
a. Pile Caps	N	N		
b. Piles	N	N		
c. Diagonal Bracing	N	N		
d. Horizontal Bracing	N	N		
e. Fasteners	N	N		

UNDERMINING (Y/N) If YES please explain N

COLLISION DAMAGE:
None (X) Minor () Moderate () Severe ()SCOUR: Please explain
None (X) Minor () Moderate () Severe ()

I-60 (Dive Report): N I-60 (This Report): 4

93B-U/W (DIVE) Insp 00/00/0000

X=UNKNOWN

N=NOT APPLICABLE H=HIDDEN/INACCESSIBLE

R=REMOVED

CITY/TOWN GRAFTON	B.I.N. 6Q2	BR. DEPT. NO. G-08-048	8-STRUCTURE NO. G08048-6Q2-MUN-CUL	INSPECTION DATE JUN 6, 2018
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ITEM 61 CHANNEL & CHANNEL PROTECTION <div style="text-align: right; margin-right: 10px;">5</div> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Dive</th> <th>Cur</th> <th>DEF</th> </tr> </thead> <tbody> <tr><td>1.Channel Scour</td><td>N</td><td>5</td><td>M-P</td></tr> <tr><td>2.Embankment Erosion</td><td>N</td><td>6</td><td>-</td></tr> <tr><td>3.Debris</td><td>N</td><td>4</td><td>S-P</td></tr> <tr><td>4.Vegetation</td><td>N</td><td>6</td><td>-</td></tr> <tr><td>5.Utilities</td><td>N</td><td>N</td><td>-</td></tr> <tr><td>6.Rip-Rap/Slope Protection</td><td>N</td><td>N</td><td>-</td></tr> <tr><td>7.Aggradation</td><td>N</td><td>N</td><td>-</td></tr> <tr><td>8.Fender System</td><td>N</td><td>N</td><td>-</td></tr> </tbody> </table> STREAM FLOW VELOCITY: Tidal () High () Moderate () Low (X) None ()		Dive	Cur	DEF	1.Channel Scour	N	5	M-P	2.Embankment Erosion	N	6	-	3.Debris	N	4	S-P	4.Vegetation	N	6	-	5.Utilities	N	N	-	6.Rip-Rap/Slope Protection	N	N	-	7.Aggradation	N	N	-	8.Fender System	N	N	-	ITEM 36 TRAFFIC SAFETY <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>36</th> <th>COND</th> <th>DEF</th> </tr> </thead> <tbody> <tr><td>A. Bridge Railing</td><td>0</td><td>5</td><td>S-A</td></tr> <tr><td>B. Transitions</td><td>0</td><td>N</td><td>-</td></tr> <tr><td>C. Approach Guardrail</td><td>0</td><td>N</td><td>-</td></tr> <tr><td>D. Approach Guardrail Ends</td><td>0</td><td>N</td><td>-</td></tr> </tbody> </table> WEIGHT POSTING <div style="text-align: right; margin-right: 10px;">Not Applicable X</div> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>ft</th> <th>3</th> <th>352</th> <th>Single</th> </tr> </thead> <tbody> <tr><td>Actual Posting</td><td>N</td><td>N</td><td>N</td><td>N</td></tr> <tr><td>Recommended Posting</td><td>N</td><td>N</td><td>N</td><td>N</td></tr> </tbody> </table> Waived Date: 10/30/2002 EJDMT Date: 00/00/0000 Signs In Place (Y=Yes, N=No, NR=Not Required) Legibility/Visibility <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">At bridge</th> <th colspan="2">Other Advance</th> </tr> <tr> <th>E</th> <th>W</th> <th>E</th> <th>W</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td></tr> </tbody> </table> CLEARANCE POSTING Not <input checked="" type="checkbox"/> <input type="checkbox"/> Actual Field Measurement Posted Clearance <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">At bridge</th> <th colspan="2">Advance</th> </tr> <tr> <th>N</th> <th>S</th> <th>N</th> <th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td></tr> </tbody> </table> Signs In Place (Y=Yes, N=No, NR=Not Required) Legibility/Visibility <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2">At bridge</th> <th colspan="2">Advance</th> </tr> <tr> <th>N</th> <th>S</th> <th>N</th> <th>S</th> </tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td></tr> </tbody> </table>		36	COND	DEF	A. Bridge Railing	0	5	S-A	B. Transitions	0	N	-	C. Approach Guardrail	0	N	-	D. Approach Guardrail Ends	0	N	-		ft	3	352	Single	Actual Posting	N	N	N	N	Recommended Posting	N	N	N	N	At bridge		Other Advance		E	W	E	W					At bridge		Advance		N	S	N	S					At bridge		Advance		N	S	N	S					ACCESSIBILITY (Y/N/T) <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th></th> <th>Needed</th> <th>Used</th> </tr> </thead> <tbody> <tr><td>Lift Bucket</td><td>N</td><td>N</td></tr> <tr><td>Ladder</td><td>N</td><td>N</td></tr> <tr><td>Boat</td><td>N</td><td>N</td></tr> <tr><td>Waders</td><td>Y</td><td>Y</td></tr> <tr><td>Inspector 50</td><td>N</td><td>N</td></tr> <tr><td>Rigging</td><td>N</td><td>N</td></tr> <tr><td>Staging</td><td>N</td><td>N</td></tr> <tr><td>Traffic Control</td><td>N</td><td>N</td></tr> <tr><td>RR Flagger</td><td>N</td><td>N</td></tr> <tr><td>Police</td><td>N</td><td>N</td></tr> <tr><td>Other:</td><td>N</td><td>N</td></tr> </tbody> </table> TOTAL HOURS 8 PLANS (Y/N): N (V.C.R.) (Y/N): N TAPE#: List of field tests performed:		Needed	Used	Lift Bucket	N	N	Ladder	N	N	Boat	N	N	Waders	Y	Y	Inspector 50	N	N	Rigging	N	N	Staging	N	N	Traffic Control	N	N	RR Flagger	N	N	Police	N	N	Other:	N	N
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RATING Rating Report (Y/N): Y Date: 07/01/2002 Inspection data at time of existing rating 158 - 159: - 160.4 Date: 11/30/2001	DEFICIENCY REPORTING GUIDE (To be filled out by DBIE) Request for Rating or Rerating (Y/N): N If YES please give priority HIGH () MEDIUM () LOW () REASON:
--	---

CONDITION RATING GUIDE			(For Items 58, 59, 60 and 61)
CODE	CONDITION	DEFECTS	
N	NOT APPLICABLE		
G 9	EXCELLENT	Excellent condition	
G 8	VERY GOOD	No problem noted	
G 7	GOOD	Some minor problems	
F 6	SATISFACTORY	Structural elements show some minor deterioration	
F 5	FAIR	All primary structural elements are sound but may have minor section loss, cracking, spalling or scour	
P 4	POOR	Advanced section loss, deterioration, spalling or scour	
P 3	SERIOUS	Loss of section, deterioration, spalling or scour have seriously affected primary structural components. Local failures are possible. Fatigue cracks in steel or shear cracks in concrete may be present.	
C 2	CRITICAL	Advanced deterioration of primary structural elements. Fatigue cracks in steel or shear cracks in concrete may be present or scour may have removed substructure support. Unless closely monitored it may be necessary to close the bridge until corrective action is taken.	
C 1	"IMMINENT" FAILURE	Major deterioration or section loss present in critical structural components or obvious vertical or horizontal movement affecting structure stability. Bridge is closed to traffic but corrective action may put it back in light service.	
0	FAILED	Out of service - beyond corrective action	

DEFICIENCY: A defect in a structure that requires corrective action	
CATEGORIES OF DEFICIENCIES:	
M= Minor Deficiency	Deficiencies which are minor in nature, generally do not impact the structural integrity of the bridge and could easily be repaired. Examples include but are not limited to: Spalled concrete, Minor potholes, Minor corrosion of steel, Minor scouring, Clogged drainage, etc.
S= Severe/Major Deficiency	Deficiencies which are more extensive in nature and need more planning and effort to repair. Examples include but are not limited to: Moderate to major deterioration in concrete, Exposed and corroded rebar, Considerable settlement, Considerable scouring or undermining, Moderate to extensive corrosion to structural steel with measurable loss of section, etc.
C S= Critical Structural Deficiency	A deficiency in a structural element of a bridge that poses an extreme unsafe condition due to the failure or imminent failure of the element which will affect the structural integrity of the bridge.
C-H= Critical Hazard Deficiency	A deficiency in a component or element of a bridge that poses an extreme hazard or unsafe condition to the public, but does not impair the structural integrity of the bridge. Examples include but are not limited to: Loose concrete hanging down over traffic or pedestrians, A hole in a sidewalk that may cause injuries to pedestrians, Missing section of bridge railing, etc.
URGENCY OF REPAIR:	
I = Immediate-	(Inspector(s) immediately contact District Bridge Inspector/Engineer (DBIE) to report the Deficiency and to receive further instruction from him/her)
A = ASAP-	(Action/Repair should be initiated by District Maintenance Engineer or the Responsible Party (if not a State owned bridge) upon receipt of the Inspection Report).
P = Prioritize-	(Should be prioritized by District Maintenance Engineer or the Responsible Party (if not a State owned bridge) and repairs made when funds and/or manpower is available)

2-DIST
03B.I.N.
6Q2

STRUCTURES INSPECTION FIELD REPORT

ROUTINE & SPECIAL MEMBER INSPECTION

BR. DEPT. NO.
G-08-048

CITY/TOWN GRAFTON	8-STRUCTURE NO. G08048-6Q2-MUN-CUL	11-Kilo POINT 000.000	90-ROUTINE INSP. DATE Jun 6, 2018	93*-SPEC MEMB. INSP. DATE Jun 6, 2018
07-FACILITY CARRIED HWY STOWE ST	MEMORIAL NAME/LOCAL NAME	27-YR BUILT 1900	105-YR REBUILT 1938	*YR REHAB'D (NON 106) 0000
06-FEATURES INTERSECTED WATER MISCOE BROOK	26-FUNCTIONAL CLASS Urban Local	DIST. BRIDGE INSPECTION ENGINEER <i>M. Azizi</i>		
13-STRUCTURE TYPE 302 : Steel Stringer/Girder	22-OWNER Town Agency	21-MAINTAINER Town Agency	TEAM LEADER <i>J. Snyder</i>	
107-DECK TYPE 1 : Concrete Cast-in-Place	WEATHER Sunny	TEMP (air) 21°C	TEAM MEMBERS <i>T. TOLOCZKO</i>	

WEIGHT POSTING	Not Applicable <input checked="" type="checkbox"/>	At bridge	Advance	PLANS (Y/N): N
Actual Posting	H 3 3S2 Single N N N N	E W	E W	(V.C.R.) (Y/N): N
Recommended Posting	N N N N			TAPE#:
Waived Date: 10/30/2002	EJDMT Date: 00/00/0000			

RATING	Request for Rating or Rerating (Y/N): N	If YES please give priority: HIGH () MEDIUM () LOW ()
Rating Report (Y/N): Y Date: 07/01/2002	REASON: <i>M</i>	
Inspection data at time of existing rating I 58: - I 59: - I 60: 4 I 62: - Date: 11/30/2001		

SPECIAL MEMBER(S):										
	MEMBER	CRACK (Y/N):	WELD'S CONDITION (0-9)	LOCATION OF CORROSION, SECTION LOSS (%), CRACKS, COLLISION DAMAGE, STRESS CONCENTRATION, ETC.	CONDITION		INV. RATING OF MEMBER FROM RATING ANALYSIS			Deficiencies
					PREVIOUS (0-9)	PRESENT (0-9)	H-20	3	3S2	
A	Item 58.2 - Deck Condition	N		See remarks in comments section.	5	4	Not Rated			S-A
B	Item 59.4 - Girders or Beams	N		See remarks in comments section.	4	4	19	36	57	S-A
C	Item 60.1.d - Breastwalls	N		See remarks in comments section.	4	4	Not Rated			S-A
D										
E										

List of field tests performed:	I-58	I-59	I-60	I-62
(Overall Previous Condition)	4	4	4	4
(Overall Current Condition)	4	4	4	4

DEFICIENCY: A defect in a structure that requires corrective action

CATEGORIES OF DEFICIENCIES:

M= Minor Deficiency - Deficiencies which are minor in nature, generally do not impact the structural integrity of the bridge and could easily be repaired. Examples include but are not limited to: Spalled concrete, Minor pot holes, Minor corrosion of steel, Minor scouring, Clogged drainage, etc.

S= Severe/Major Deficiency - Deficiencies which are more extensive in nature and need more planning and effort to repair. Examples include but are not limited to: Moderate to major deterioration in concrete, Exposed and corroded rebar, Considerable settlement, Considerable scouring or undermining, Moderate to extensive corrosion to structural steel with measurable loss of section, etc.

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X=UNKNOWN

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CITY/TOWN GRAFTON	B.I.N. 6Q2	BR. DEPT. NO. G-08-048	8.-STRUCTURE NO. G08048-6Q2-MUN-CUL	INSPECTION DATE JUN 6, 2018
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REMARKS

BRIDGE ORIENTATION

From the rating report the approaches are East and West and the elevations are North and South. This is a single span concrete slab bridge with 20 embedded steel railroad track rails. The Miscoe brook flows from North to South.

GENERAL REMARKS

The structure is now a single lane with stop signs at each approach. There are Jersey barrier on each side of the wearing surface, 6 on the North side and 4 on the South side, channeling the traffic to one lane. See **photos #1 and #2**.

This structure is being inspected as a steel beam bridge, because the rating report indicates that there are steel railroad rails placed 16 inches on center. The mild steel rails measure 5- 1/2 inch bottom flange, 3 inch top flange, 5 inch height.

As the "rail beams" are embedded, their condition shall be rated based on the condition of the deck undersurface. Only the South beam is exposed due to the spalled and deteriorated concrete around it. There were two cores taken in June 2002:

Northwest core had 4 inches of asphalt, 6- 1/2 inches of loose concrete/gravel, and 6- 1/2 inches of sound concrete.

Southeast core had 5 inches of gravel, 3 inches of loose concrete/gravel, and 8 inches of concrete.

The year built and rebuilt has been revised based on Engineering Judgement.

ITEM 58 - DECK

Item 58.2 - Deck Condition

The deck undersurface has severe longitudinal hairline cracks with efflorescence, most predominate near the exteriors. There is full width x 2 foot long delamination at the North end. See **photos #3 and #4**.

There is severe deterioration along the entire length of the South face, full height x full width x up to 3 feet deep, exposing the wire mesh and the exterior rail beam. See **photo #5**.

The North face has a full length x up to 6 inches high x 4 inches deep spalling and deterioration to the cold joint at the rail base interface, and horizontal hairline cracks with efflorescence in the deck fascia. See **photo #6**.

Item 58.8 - Railing

The North bridge rail consists of one single panel "ss" type guard rail with boxing glove ends, attached to a concrete rail base attached to the outside edge of the deck. The rail base is deteriorating. See **Item 58.2**.

The South rail consists of 3 Jersey type barriers where the original elements have spalled away.

The 3 Jersey barriers are somewhat unsupported, and have settled and rotated outward due to the deck deterioration underneath.

The existing rail condition is unchanged from the previous inspection but now there is new Jersey Style barrier in place in front of the deficient rail and channels the traffic into one lane. See **photo #7**. The rating has thus been raised from "3" to a "5".

APPROACHES

Approaches a - Appr. pavement condition

There is minor transverse cracking in both approaches.

The East approach to deck transition has full width cracking with breakup, settlement, a 2 foot wide x 1 foot long bituminous concrete patch and a 6 inch diameter pothole. See **photo #8**.

The West approach to deck transition has full width cracking with a 1 foot diameter bituminous concrete patch. See **photo #9**.

4 (g) NEW BUSINESS – GIFT ACCOUNT – CERTS

The Director of Grafton's Community Emergency Response Team (CERTS) has asked us to create a gift account for donations. All year long, the C.E.R.T.S team donates their time to help with local events (especially those drawing large crowds). Many times donations are offered as a thank you. As an example, the Lions Club would like to thank the team for assisting with traffic control and parking during their Haunted Hayride. If an account existed, they could use the funds for items such as two way radios, vests, classes and much more. There is no budget for the CERTS team, and current purchases come from grants which the director pursues. A gift account will allow them to accept donations and make additional purchases (outside of grant money) when needed.

MOTION:

I move the board vote to establish a C.E.R.T.S. Gift Account for the purpose of collecting & depositing donations specific for the C.E.R.T.S Team.

#4 (h) SIGN LEASE TEMPORARY LIBRARY LOCATION ST. ANDREWS CHURCH

In September of 2018 we went out to bid to acquire temporary space for the Library to operate during construction. We received 1 bidder, St. Andrews, for their North Grafton location to be leased out to the town for \$9,600 per month. Through negotiations, allowed under MGL Ch. 30B when there is only one bidder, St. Andrews is offering a 15 month lease at \$6,000 per month which will be paid out of the project account.

LEASE AGREEMENT

1. **PARTIES** Episcopal Missions of Western Massachusetts, with a principal office located at 37 Chestnut Street, Springfield, MA 01103, hereafter **LANDLORD**, which expression shall include its heirs, successors, and assigns where the context so admits, does hereby lease to the Town of Grafton, 30 Providence Road, Grafton, MA 01519, hereafter **TENANT**, the following described premises:
2. **PREMISES** The building located at 53 North Main Street, Grafton, MA 01536 consisting of approximately 8,000 sf+/- of space as shown on Exhibit A attached hereto and incorporated herein by reference, together with the right to use the parking lot(s), hereafter the Premises.
3. **TERM** The term of this lease shall be for **seventeen months** commencing on **April 1, 2019 and ending August 31, 2020.**
4. **RENT**

Rent: \$6,000 per month

 - a.) Tenant agrees to pay Landlord at the address provided in the Section of the Lease entitled "Notices", or such other place or to such other person as Landlord may designate, Rent for the Premises, as follows:
 - b.) Monthly payments of the Rent shall be paid in advance, on the first day of each month during the term of the Lease. The rental payment for any fractional month or fractional Lease Year at the commencement, termination or expiration of the Lease term will be prorated.
5. **SECURITY DEPOSIT** INTENTIONALLY OMITTED.
6. **UTILITIES** Tenant will pay all charges incurred for all water, gas, heating fuel, electricity, telephone and all other utility services used on or from the Premises and, subject to Paragraph 10(A), any regular maintenance charges for utilities, and will furnish all electric light bulbs and tubes. If any utility services are not separately metered to Tenant, the cost thereof shall be separately billed to Tenant by Landlord, such bills payable by Tenant on each rental payment date. Landlord will in no event be liable for any interruption or failure of utility services on the Premises.
7. **USE OF LEASED PREMISES**

Use: The TENANT shall use the Premises during the term of the lease only for municipal purposes, provided there is no change in use triggered by building code.

Common Areas: Landlord grants to Tenant, during the term of this Lease, an exclusive license to use the Common Areas. The Common Areas include all areas and facilities outside the Premises that are provided and designated for general use and convenience of Tenant and include, but are not limited to, sidewalks, landscaped areas, roadways, driveways and parking areas. Landlord shall provide a minimum of 10 unreserved parking spaces for Tenant's use. Landlord has the right, which Landlord may exercise from time to time, to alter, reconfigure, enlarge, reduce and/or relocate the parking areas and other Common Areas or any part or parts thereof.

Access and Security: Tenant shall have access to the Premises twenty-four (24) hours a day, seven (7) days a week.
8. **COMPLIANCE WITH LAWS** The TENANT acknowledges that no trade or occupation shall be conducted in the Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law or any municipal by-law or ordinance in force in the city or town in which the Premises are situated. Without limiting the generality of the

foregoing (a) the TENANT shall not bring or permit to be brought or kept in or on the Premises or elsewhere on the LANDLORD's property any hazardous, toxic, inflammable, combustible or explosive fluid, material, chemical or substance, including without limitation any item defined as hazardous pursuant to Chapter 21E of the Massachusetts General Laws; and (b) the TENANT shall be responsible for compliance with requirements imposed by the Americans with Disabilities Act relative to the layout of the leased premises and any work performed by the TENANT therein.

9. INSURANCE

The TENANT shall maintain with respect to the Premises and the property of which the Premises are a part comprehensive public liability insurance in the amount of \$1,000,000 and property damage insurance in limits of \$3,000,000 with a responsible company qualified to do business in Massachusetts and in good standing therein.

10. MAINTENANCE

A. TENANT'S
OBLIGATIONS

The TENANT agrees to maintain the Premises in good condition, damage by fire and other casualty only excepted, and whenever necessary, to replace plate glass and other glass therein if glass is damaged by TENANT, acknowledging that the Premises are now in good order and the glass whole. The TENANT shall not permit the Premises to be overloaded, damaged, stripped or defaced, nor suffer any waste. TENANT shall obtain written consent of LANDLORD before erecting any sign on the Premises.

The TENANT is responsible for the normal maintenance and replacement of the sink, toilets, doors, HVAC system, hot water heater, and any other equipment or fixtures not installed by the TENANT or TENANT'S agents to the extent that any damages requiring repair or full replacement of any equipment or fixtures were not caused directly by the TENANT'S negligent acts or omissions.

The TENANT agrees to maintain the structure and common areas of the building of which the Premises are a part in the same condition as it is at the commencement of the term or as it may be put in during the term of this lease, reasonable wear and tear, damage by fire and other casualty only excepted.

Snow Removal and Grounds Care:

A. The removal of snow and ice from the Building, the parking areas, access drives and loading areas bordering upon the Premises shall be the Tenant's responsibility. The removal of snow and ice from the Building sidewalks and/or walkways bordering the Premises shall be the Tenant's responsibility.

B. The care and maintenance of the grounds, including lawns, trees, shrubs and planted areas bordering upon the Premises shall be the Tenants' responsibility.

C. The Tenant shall be solely responsible for the removal of snow from the roof, including the cost thereof.

B. LANDLORD'S
OBLIGATIONS

The LANDLORD may at any time take down and change any sign at his expense to coordinate the appearance of the building.

In the event the LANDLORD shall fail to properly maintain the Premises and the systems serving the Premises and all general systems in accordance with the terms of this Lease, appropriate for use as municipal operations of the Town, or such that the condition of the Premises can allow TENANT to provide continuous operations in accordance with applicable regulations and standards, then after TENANT provides notice to LANDLORD of any deficiencies or in the event of an emergency in the sole discretion of the TENANT, TENANT shall be permitted to undertake any repair or reconstruction in a reasonable manner so as to prevent further damage or assure safe and healthy continuing operations of the uses of the Premises. In the

event the TENANT must so undertake these repairs or reconstruction, the TENANT may offset the costs for same against the next monthly Rent charges until such time as TENANT is made whole. Further, in the event that the LANDLORD shall fail to maintain the Premises in accordance with the terms of this Lease such that the Premises are not useable in the manner contemplated herein for sixty (60) days, then the TENANT shall provide notice of said deficiency(ies) to the LANDLORD who then shall have seven (7) days from receipt of notice to cure same. In the event the deficiencies are not cured then the TENANT shall have the right to terminate this Lease and no further amounts due hereunder shall be due to the LANDLORD.

**11. ALTERATIONS –
ADDITIONS**

The TENANT shall be entitled to make alterations to the Premises as set forth in the Request for Proposals ("RFP") issued by the Tenant, which is attached as Exhibit B and the terms of which are specifically incorporated herein. All such allowed alterations shall be at TENANT's expense and shall be in quality at least equal to the present construction. TENANT shall not permit any mechanics' liens, or similar liens, to remain upon the Premises or labor and material furnished to TENANT or claimed to have been furnished to TENANT in connection with work of any character performed or claimed to have been performed at the direction of TENANT and shall cause any such lien to be released of record forthwith without cost to LANDLORD. TENANT agrees that it will procure all necessary permits before making any repairs, installations, additions, improvements or removals. With the written consent of the LANDLORD not unreasonably withheld or delayed, the TENANT shall apply for and obtain such permits. TENANT agrees to restore property to original state and in broom clean condition at the termination of the lease.

**12. ASSIGNMENT -
SUBLEASING**

The TENANT shall not assign or subject the whole or any part of the Premises without LANDLORD's prior written consent. Notwithstanding such consent, TENANT shall remain liable to LANDLORD for the payment of all rent and for the full performance of the covenants and conditions of this lease.

13. TERMINATION:

Notwithstanding any term herein to the contrary, lease may be terminated upon mutual agreement by both parties at any time.

**14. INDEMNIFICATION
AND LIABILITY**

To the extent permitted by the laws of the Commonwealth of Massachusetts, the TENANT shall save the LANDLORD harmless from all loss and damage occurring in the Premises, occasioned by any omission, fault, neglect or other misconduct of the TENANT.

To the extent permitted by the laws of the Commonwealth of Massachusetts, the LANDLORD shall save the TENANT harmless from all loss and damage occurring in the Premises, occasioned by any omission, fault, neglect or other misconduct of the LANDLORD.

**17. FIRE, CASUALTY –
EMINENT DOMAIN**

Should a substantial portion of the Premises, or of the property of which they are a part, be substantially damaged by fire or other casualty, or be taken by eminent domain, the LANDLORD may elect to terminate this Lease. When such fire, casualty, or taking renders the Premises substantially unsuitable for their intended use, a just and proportionate abatement of rent shall be made, and the TENANT may elect to terminate this lease if:

- (a) The LANDLORD fails to give written notice within thirty (30) days of intention to restore Premises, or
- (b) The LANDLORD fails to restore the Premises to a condition substantially suitable for their intended use within ninety (90) days of said fire, casualty or taking.

The LANDLORD reserves, and the TENANT grants to the LANDLORD, all rights which the TENANT may have for damages or injury to the Premises for any taking by eminent domain, except for damage to the TENANT's fixtures, property, or equipment.

18. NOTICE

Any notice from the LANDLORD to the TENANT relating to the Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the TENANT at: Town Administrator, Grafton Municipal Center, 30 Providence Road, Grafton MA 01519. Any notice from the TENANT to the LANDLORD relating to the Premises or to the occupancy thereof, shall be deemed duly served, if mailed to the LANDLORD by registered or certified mail, return receipt requested, postage prepaid, addressed to the LANDLORD at such address as the LANDLORD may from time to time advise in writing. All rent notice shall be paid and sent to the LANDLORD at Episcopal Dioceses, Attn: Steve Adgow, 37 Chestnut Street, Springfield, MA 01103, or to whomever or wherever the LANDLORD may designate in writing in the future.

19. OPTION TO PURCHASE

INTENTIONALLY OMITTED.

20. CONDITION OF PREMISES

Except as may be otherwise expressly set forth herein, the TENANT shall accept the Premises "as is" in their condition as of the commencement of the term of this Lease, and the LANDLORD shall be obligated to perform no work whatsoever in order to prepare the Premises for occupancy by the TENANT unless otherwise agreed in writing.

21. FORCE MAJEURE

In the event that the TENANT is prevented or delayed from making any repairs or performing any other covenant hereunder by reason of any cause reasonably beyond the control of the TENANT, the TENANT shall not be liable to the LANDLORD therefore nor, except as expressly otherwise provided in case of casualty or taking, shall the TENANT be entitled to any abatement or reduction of rent by reason thereof.

22. LIABILITY OF OWNER

No owner of the property of which the Premises are a part shall be liable hereunder except for breaches of the LANDLORD's obligations occurring during the period of such ownership. The obligations of the LANDLORD shall be binding upon the LANDLORD's interest in said property, but not upon other assets of the LANDLORD, and no individual partner, agent, trustee, stockholder, officer, director, employee or beneficiary of the LANDLORD shall be personally liable for performance of the LANDLORD's obligations hereunder.

23. CONFLICT OF INTEREST

Both the TENANT and the LANDLORD acknowledge the provisions of the State Conflict of Interest Law (General Laws Chapter 268A), and this Lease expressly prohibits any activity which shall constitute a violation of that law. The LANDLORD shall be deemed to have investigated the application of M.G.L. c. 268A to the performance of this Lease; and by executing the Lease documents the LANDLORD certifies to the TENANT that neither it nor its agents, employees, or subcontractors are thereby in violation of General Laws Chapter 268A.

24. INTEGRATION CLAUSE

This Agreement contains the full and complete understanding of the parties. It supersedes any and all prior written agreements, negotiations, representations, understandings and discussions by or between the Parties.

25. **BINDING EFFECT** The Parties represent and warrant that they have executed the Agreement by persons authorized to bind them to its terms. This Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, legal representatives, attorneys, shareholders, officers, directors, employees, agents, divisions, parent companies, subsidiaries or affiliated corporations, successors, and assigns.
26. **OTHER PROVISIONS** INTENTIONALLY OMMITTED
27. **WAIVER AND AMENDMENT:** Amendments, or waivers of any additional term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment. To the extent allowed by law, any conditions, duties, and obligations contained in this Agreement may be waived only by written Agreement by both parties. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any manner limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach of a similar or different matter.
28. **FORUM AND CHOICE OF LAW:** This Agreement and any performance herein shall be governed by and be construed in accordance with the laws of the Commonwealth. Any and all proceedings or actions relating to subject matter herein shall be brought and maintained in the courts of the Commonwealth or the federal district court sitting in the Commonwealth, which shall have exclusive jurisdiction thereof. This paragraph shall not be construed to limit any other legal rights of the parties.

IN WITNESS WHEREOF, the said parties hereunto set their hands and seals this ____ day of December, 2018.

Town of Grafton

TENANT: Town Administrator

LANDLORD

By: _____
(Print)